

Terms of Business

We are Razorblue Group Ltd (our holding company) and our trading subsidiaries including Razorblue Ltd, Razorblue Software Solutions Ltd, Razorblue IT (NW) Ltd, Razorblue IT (Scotland) Ltd ("we","us","razorblue").

Our registered office is at Admiralty House, Fudan Way, Stockton on Tees, TS17 6EN.

You are our client, being the company, or individual defined in the Order Form and/or the New Account Request Form completed and/or signed by you.

1. This Agreement

When you engage us to provide one or more of our range of services/products/goods ("Service", "Services") and we accept such engagement and/or the Contract Term commences, you agree that these Terms of Business together with any Order Form, Additional Terms and Service Manual form a legally binding agreement between you and us ("Agreement").

In the event of any conflict or inconsistency between any terms in this Agreement, the following documents, where applicable, shall take priority in the following order, with the first taking highest priority:

1. Additional Terms
2. Order Form
3. Service Manual
4. these Terms of Business

When we provide Services, your contractual relationship will be made between the trading subsidiary named on the Order Form (or confirmed in correspondence where there is no Order Form completed) and you.

2. Order Processing

The nature of the Services we provide is such that in some cases we need to carry out a survey, due diligence or other work to verify suitability and the information provided to us by you before we confirm that we can provide the Services. As such, acceptance of your Order does not guarantee our ability to provide the Services and we shall be entitled to cancel the Order.

In the unlikely event we determine we are unable to provide the Services for whatever reason such as the information provided to us by you upon which we have based the Order is shown to be inaccurate, we shall have no obligations under this Agreement. Any monies which have been prepaid to us shall be promptly refunded but we reserve the right to make claim for any expenses that have been incurred due to misleading or incomplete information having been provided.

3. Working Together

We agree to provide the Services as laid out on the Order Form or otherwise agreed between us with reasonable care and skill.

We will always keep in force appropriate levels and amounts of professional indemnity insurance and public liability insurance cover for the activities that we undertake for you, in accordance with the limits of our liability set out in this Agreement.

The provision of Services is largely reliant on your cooperation and providing us with the information that we need as and when required and we cannot be held responsible for errors or delays which result from being provided with incorrect, incomplete or delayed information or you failing to do what has been agreed.

Any Services which fall outside of any agreed specification or other description of our Services are not included and if requested, may be charged for separately.

4. Payment

Subject to a credit search and an allocated credit limit, we will provide you with 30-day credit terms from date of invoice for any Services that we supply. We will be entitled to invoice you for any goods or licenses forming part of the Services as soon as they are delivered, and any other Services as soon as they have been provided, or made available for your use.

If we are unable to provide you with credit terms or you exceed your credit limit, you will pay in advance for any goods, licenses or Services. We will provide you with a pro-forma invoice in order to make payment and a further VAT invoice once the goods have been delivered or Services provided.

You understand that title to any goods forming part of the Services does not pass until we have received cleared funds in full settlement of our invoices of from you. You remain responsible and at risk for ensuring goods provided are kept free of damage, secure and fully insured whilst in your possession.

Where you agree to a subscription-based Service with us, it is our policy to invoice either one calendar month, or 30 days in advance for the relevant Billing Period, as detailed in the Order Form.

The charges for our Services are made on the condition that payment shall be made by Direct Debit and you shall keep a valid Direct Debit mandate in place at all times for all invoices submitted to you.

Cleared funds must be received on or before the invoice due date. Should an invoice fall overdue we may exercise our right to claim late payment charges & interest in accordance with the UK late payment legislation.

Should you require a reference or purchase order number to be included on an invoice, it is your responsibility to provide this at the point of order. Subsequent requests to amend invoices with purchase order numbers will not be accepted.

If payment is not received as it falls due and you have failed to make payment on the earlier of 14 days from the due date or 7 days from receiving a written reminder to do so, you will have committed a material breach of this Agreement and we may at our discretion suspend the provision of Services or refuse to accept future orders. You will not in any circumstances be entitled to any refunds or compensation during the period in which Services are suspended.

Should you wish to dispute any invoice you must do so in writing within 14 days of the date of issue of such invoice. All disputes must be recorded in writing and e-mailed to ar@razorblue.com.

We only accept payment in British pounds sterling.

5. Provision of Services

All Services are provided in accordance with the relevant Service Manual, the most current version of which can be found at <https://www.razorblue.com/service-manuals>.

In the event that a specific Service is not identified, or an Order Form is not completed, the service provided will always be deemed Professional Services and the terms of the Professional Services Service Manual will apply.

Due to the rapidly evolving nature of the industry in which we operate; we reserve the right to update, vary or replace any Service Manual or the terms of any Service. In such event we shall provide you with a minimum of 30 days' written notice of our intention to do so, indicating which updates, variations or replacements will then apply to the Services provided to you. Any changes we make shall not adversely impact the Service for which you have subscribed in any material way, and should in most cases improve the Service.

The Contract Term as set out in the Order Form begins from the date on which the Service(s) is/are first made available for you to use. As some Services take longer than others to become available for use, the start and end dates of the Contract Term may vary from one Service to another.

6. Our Charges

All of our charges are subject to VAT at the prevailing rate in the UK.

Some subscription-based Services we provide include licenses or services which are directly reliant on the pricing of licensing or utility power provided by our nominated service providers or are determined by regulatory matters each of which is beyond our control. Where these costs increase, we shall be entitled to pass the increased cost on to you at any time, upon 30 days' written notice. Unless otherwise agreed or as explicitly provided for in the Service Manual, we shall also be entitled to increase our charges on each anniversary of this Agreement up to an amount equal to the higher of 5% or the rate of inflation as defined in the Consumer Prices Index or equivalent.

7. Variation

Any variation of this Agreement must be agreed in writing between us.

We reserve the right to change or vary these Terms of Business where changes in legislation require us to do so.

We also reserve the right to change or vary these Terms of Business by giving you at least 30 days written notice, any change will not apply to any services which are within their Contract Term.

8. Cancellation

You will continue to be bound to pay for the Services, regardless of whether you are using them, from the start of each relevant Contract Term as defined in the Order Form until the relevant Service is cancelled, or this Agreement as a whole has been terminated.

When you commit to Services which are subject to a Contract Term, you are making a minimum commitment for the duration of that Contract Term.

You may tell us that you wish to cancel our Services by providing at least 90 days written notice. Any such notice must end after the last day of the related Contract Term. Notice can be given by e-mail to cancel@razorblue.com, or by post to our head office address. We will acknowledge any cancellation notice within 5 working days.

The Services can be cancelled by us by providing you with at least 90 days written notice. Any such notice must end after the last day of the related Contract Term.

Some Services may have non-standard cancellation terms. These will be set out in the Order Form or Service Manual as appropriate.

Fourteen days after the date upon which cancellation takes effect, we shall be entitled to irrevocably destroy and delete any or all data that we may hold for or relating to you from our systems. You understand that it is your responsibility to retrieve any data held on our infrastructure prior to the cancellation date.

9. Termination

You understand that should either party enter administration, be subject to actual or proposed insolvency proceedings, has a receiver appointed over any of its assets, enters into any arrangement with its creditors, or commits a material breach of this Agreement (and has failed to remedy it within 14 days of a request to do so), the other party shall be entitled to terminate the Services and/or this Agreement immediately by giving written notice to the affected party.

We shall be entitled to terminate this Agreement and all Services provided under it on written notice in the event that we are entitled to terminate any other Agreement to provide Services that we have entered into with you.

This Agreement will terminate automatically when no Services have been provided for an uninterrupted two-year period.

10. Staff

Where we are working on your premises, you agree that you will take reasonable precautions to protect our staff from risks, discrimination and injury - including but not limited to ensuring you have appropriate insurance cover in full force at all times.

At any time during this Agreement or up to the date falling twelve months after the date of its termination, neither party will solicit or entice away from the other party or employ or attempt to employ any person who has been engaged as an employee or sub-contractor in the provision of these Services.

11. Confidentiality

In the process of providing the Services it is likely that we will have access to data belonging to, or relating to you which is sensitive or confidential in nature.

We will take reasonable precautions to protect the security of this data whilst it is in our possession in accordance with our internal policies, contracts with employees & third-party contractors.

We will also keep confidential any information provided to us, or relating to you by providing access to it only as required within our firm.

You shall keep the commercial details of our business relationship confidential, and shall not disclose such details without our consent. We do not consider our business relationship to be confidential in nature, and both parties may disclose its existence.

We may be required by third party suppliers, government bodies and law enforcement agencies to disclose information about our relationship, and the Services you purchase from us. You understand that we may not be able to inform you of the disclosure of this information depending on the nature of the request.

12. Data Protection

Each of us agree that we will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA), the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA), any regulations made under the DPA and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

We each acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor and unless we have entered into a separate Data Sharing Agreement the following provisions of this clause 12 will apply.

We retain and process personal data about you and your authorised contacts to enable us to fulfil our contractual and legal obligations under this Agreement. We may also pass this data to third parties who provide services on our behalf, when we do this, we will ensure that your data is afforded an appropriate level of protection.

As part of our product portfolio we provide data hosting facilities to which you may subscribe. For the purpose of this data you act as the data controller, and we act as the data processor. We do not have the technical means to differentiate between the types of data you place on our infrastructure and you shall take responsibility for the categorisation and determination of appropriate levels of protection of this data.

You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the data to us for the duration and purposes of this Agreement and the Services.

We will:

- process data in connection with the services we provide or the performance of our other obligations under this Agreement
- except where stated otherwise, only process data in accordance with your written instructions unless we are required to do so by any applicable law or regulation
- process data only for the duration of this Agreement unless we are required to do so by any applicable law or regulation
- ensure we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, data;
- ensure that all personnel who have access to and/or process data are obliged to keep the data confidential
- not transfer any data outside of the European Economic Area unless your prior written consent has been obtained
- assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators
- notify you without undue delay, and in any event within 48 hours of becoming aware of a data breach
- at your written request, delete or, if applicable, return data on termination of the Agreement unless we are required to retain it by any applicable law or regulation
- maintain complete and accurate records and information to demonstrate compliance, and make relevant records available to you
- inform you if we are required to process Personal Data under any applicable law or regulation, unless that law or regulation prevents us from doing so

13. Information Security

We take our information security responsibilities seriously and hold accreditation to ISO 27001. We will keep in force this accreditation, or another more appropriate accreditation, at all times.

We will publish and regularly update a compliance statement which details how we use best practice to protect data and systems. You may request a copy of this document at any time.

14. Our Liability

We will always use reasonable care and skill in the provision of the Services; however, you acknowledge that providing services in the IT industry has an inherently high risk and further that the cost to you in the event that things do go wrong is likely to significantly exceed our charges to you. You should hold appropriate insurance cover to protect your business from the risks of IT failures and the associated costs and losses that you might incur.

Given the nature of the Services we provide, we cannot guarantee that the Services will operate on an error-free or uninterrupted basis. The Service Credits arrangements set out in the respective Service Manuals are the sole remedy for breaches of any Service Level commitments. Service Credits are quantified as a percentage of the monthly cost of the Service.

No credit will ever exceed 100% of the apportioned charge for that Service in any given month. The provision of a Service Credit does not imply any admission of liability on behalf of us or any other party.

As part of the provision of our Services, we may use or advise the use of software and other products provided by third parties. You acknowledge that we have no control over these products and solutions and will hold us harmless and indemnify us in respect of any claim that may arise.

We have given commitments as to the Services in this Agreement and accordingly, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

Our total liability to each other in respect of any breach of contract, breach of duty, fault or negligence of otherwise out of or in connection with the Services is limited to five million pounds (£5,000,000).

Nothing in this Agreement shall limit or exclude a party's liability for death, personal injury caused by negligence, fraud or any other liability which cannot be limited or excluded by law.

Neither party shall have any liability to the other under or in connection with this Agreement for any indirect or consequential loss nor for any loss of profits, loss of sales, loss of goodwill, loss of anticipated savings or loss of business (in each case whether direct or indirect).

15. Intellectual Property

All intellectual property rights in any content, documents, materials, systems, and software and all know-how are reserved to and remain the property of us and our licensors. You have permission to use, during this Agreement and after it comes to an end, any reports, content, or other deliverables we create for you as part of the Services (but not anything we create in order to allow us to provide the Services).

If we licence software to you as part of the Services or to enable you to use the Services, that licence shall end when the relevant Service comes to an end.

16. Assignment

Without prior written consent of the other, neither party shall assign, transfer, subcontract, declare a trust over or deal in any other manner with any of the rights or obligations under this Agreement.

17. Force Majeure

We won't be liable for our inability to provide the Services owing to an event beyond our direct and reasonable control; including but not limited to an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, epidemic or pandemic, strike, lockout or boycott or other industrial action including those involving our supplier's, but excluding your inability to pay or circumstances resulting in your inability to pay.

18. Enforceability

If any term in this Agreement is found to be unenforceable, all other terms will continue and remain in full force.

No person or organisation who is not a party to this Agreement shall hold any right to enforce it.

19. Governing Law

This Agreement shall be governed by the laws of England and Wales and any dispute shall be heard exclusively in English courts.

Please complete this form in full and return it to us so that we can set up an account.

Legal Company Name		
Trading Name (if different)		
Company Registration Number		
VAT Registration Number		
Trading Address		
	Postcode	
	Country	
Primary Contact	Full Name	
	Job Title	
	Office Phone	
	Mobile Phone	
	E-Mail Address	
	*Send invoices to this contact?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Billing Contact	Full Name	
	Job Title	
	Office Phone	
	Mobile Phone	
	E-Mail Address	
	*Send invoices to this contact?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Please note that our invoices are sent electronically and you must select a contact to receive invoices via e-mail.

Confirmation

By signing this document, I confirm:

- I agree to razorblue's Terms of Business on behalf of the above company
- I am authorised to enter into contracts on behalf of the above company

Signature: _____ Print Name: _____

Title: _____ Date: _____

Once completed please scan and email to finance@razorblue.com



Razorblue Group Ltd

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Razorblue Group Ltd
Razorblue House
Battalion Court
Colburn Business Park
North Yorkshire
DL9 4QN

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Service user number

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FOR RAZORBLUE GROUP LTD OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Instruction to your bank or building society

Please pay Razorblue Group Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Razorblue Group Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Razorblue Group Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Razorblue Group Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Razorblue Group Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Razorblue Group Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.