

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 Razorblue House, Battalion Court, Colburn Business Park, Catterick, North Yorkshire, DL9 4QN.

You are our client, the legal entity which we do business with ("you") as detailed on the Order Form, New Client Form or other relevant document.

When you engage us to provide one or more of the range of IT services/products/goods that we offer ("Service / Services") we will request written confirmation that you agree with the terms and conditions laid out in this document which shall become a legally binding agreement, referred to as "This Agreement".

This Agreement will begin when we accept an instruction or order from you to carry out work, or provide our Services, whichever comes first.

1. This Agreement

When we provide Services, your contractual relationship will be made between our appropriate trading subsidiary and you. The name of the trading subsidiary will be detailed on the Order Form or confirmed in correspondence where there is no Order Form completed.

You accept that you will be legally bound by the terms of this agreement. You accept that there can be no variation to the terms of this agreement unless it is specifically agreed in writing between both parties, or as set out in this agreement, and that we do not accept any other terms and conditions apply to our agreement with you.

Some Services that we offer have their own terms and conditions which may be included in the Order Form or Service Manual. In the event that there is a conflict with This Agreement, those terms and conditions shall take precedence.

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.

In the event we determine we are unable to provide the Services for whatever reason, all obligations under This Agreement become void; however, we will discuss with you the reasons why we are unable to do so and will explore any alternatives. 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 to our liability set out in This Agreement.

Our provision of Services is largely reliant on your cooperation and providing us with the information that we need as and when required. We can't be held responsible for errors or delays which result from us being provided with incorrect, incomplete or delayed information; or you failing to do what is required, or 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 to your premises, and any other Services as soon as they have been provided.

If we are unable to provide you with credit terms or you exceed your credit limit, you will need to 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 Service Period, as detailed on the Order Form.

The charges for our Services are made on the condition that payment shall be made by Direct Debit. You shall be required to keep a valid Direct Debit mandate in place at all times for the automatic settlement of all invoices.

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.

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 suspend the provision of Services or refuse to accept future orders at our discretion. You will not in any circumstances be entitled to any refunds or compensation during the period in which the Services are suspended.

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

We only accept payment in British pounds sterling.

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

5. Provision of Services

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

In the event we do not identify a specific Service, or an Order Form is not completed, the service provided will always be Professional Services and the terms of the relevant 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 cases 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 materially change the Service to which you have subscribed, and should in most cases improve it, or make it fit for the future.

6. Variation

Any variation of This Agreement must be in writing and agreed by both parties.

Some of the subscription-based Services which we provide include licenses or services which are directly reliant on the pricing of licensing or utility power provided by our nominated service providers which are outside of our direct control. Where these costs increase, we shall be entitled to pass the direct difference in any such cost on to you at any time, upon 30 days' written notice.

We also reserve the right to otherwise change or vary this agreement where any changes in legislation require the changes to take effect within a defined timescale, or to change or vary this agreement on giving you at least 30 days written notice, provided that any Contract Term has expired.

In writing includes electronic contact via e-mail or similar.

We shall be entitled to increase our charges once in any year. The framework under which any increase is calculated is laid out in the relevant Service Manual.

7. Cancellation

You will continue to be bound to pay for the Services, regardless of whether you are using them, until the Contract Term has ended, notice of cancellation has been given, and has taken effect.

The Contract Term begins on the date which the Service is 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.

You may tell us that you wish to cancel our Services at any point, but the cancellation will not take effect until any Contract Term has ended.

You must give us at least 90 days written notice – this can either be by e-mail to cancel@razorblue.com, or by post to our head office address. We will acknowledge any cancellation request within 5 working days, so you should assume if you do not hear from us, that the request has not been received.

Upon expiry of the Contract Term, the Service can be cancelled by us by providing at least 90 days' written notice of cancellation to you.

Fourteen days after the date of cancellation – however this arises, we shall be entitled to irrevocably destroy and delete all data we may hold from our systems. You understand that it is your responsibility to retrieve any data held on our infrastructure prior to the cancellation date.

8. Termination

You understand that should either party enter administration, be subject to actual or proposed insolvency proceedings, or commit 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 Service and/or this entire agreement immediately and without prior notice at its sole discretion.

This Agreement will terminate automatically in the event that all Contract Terms have ended, and no Services have been provided for an uninterrupted two-year period.

9. 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.

Both parties agree that they won't at any time during any agreement entered into between us up until the date falling twelve months after the date upon which all agreements between us have terminated, 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 of either party in the provision of those Services.

11. Confidentiality

In the process of providing our 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 Legislation. This shall mean, unless it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national laws, regulations and secondary legislation, as amended or updated as well as any successor legislation to the GDPR or the Data Protection Act 2018. The definition of a Data Controller, Data Processor, and Personal Data shall take the meaning given in this legislation.

We each acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor.

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 our 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.

Our total liability to each other (excluding a liability for personal injury, death or fraud where there will be no limit) 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).

Neither party shall have any liability to the other for any indirect or consequential loss suffered under any circumstances and this will include, without limitation, loss of profits, loss of sales, loss of goodwill, loss of anticipated savings and loss of business.

You understand that given the nature of them, we cannot guarantee that our Services will operate on an error-free or uninterrupted basis. For this reason, many of our subscription-based Services have a detailed Service Level Agreement (SLA)

included within the Service Manual specifically for the purpose of providing Service Credits. In the event a Service Credit is due under the SLA, it will be your only remedy.

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, regardless of the invoicing period. The provision of a Service Credit does not imply any admission of liability on behalf of us or any of our nominated suppliers or sub-contractors.

As part of the provision of our Services, we may 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.

15. 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.

16. 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 acts of God, war, riot, accidental or malicious damage, flood, fire, storm, civil commotion, or compliance with any law or government order.

17. 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.

18. Governing Law

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