

CONDITIONS OF TRADING THE DOODLE CLOUD LIMITED

1. Definitions

1.1 The "Buyer", "Client", or "Customer" means the person or nominated representative of a company with authorisation who buys or agrees to buy goods or services from Doodle.

1.2 "Doodle" means The Doodle Cloud Limited.

2. Conditions

2.1 These Conditions and those contained within the Master Service Agreement make up the entire agreement between parties and shall apply to all Contracts for the sale and provision of goods and services by Doodle, to the exclusion of all other Terms and Conditions including any which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 No Variation or addition to these Conditions shall be effective unless agreed in writing by Doodle.

2.3 No Contract for the sale of goods or services shall arise until Doodle despatches the goods or carries out the services to the Buyer or the Buyer notifies Doodle in writing of its acceptance of Doodle's quotation (whichever shall first occur).

2.4 Acceptance of delivery of goods or services shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.5 Nothing in these Conditions shall affect the statutory rights of any consumer.

3. Prices

3.1 The price of goods shall be sent by email to the client in advance for approval. Prices for providing services will be detailed on Doodle's Quotation or, in the case of ad-hoc services, displayed on the client's summary page of Doodle's support portal.

3.2 Doodle reserves the right to revise prices prior to the despatch of goods or provision of services to reflect any direct or indirect increase in costs to Doodle. If the price has been paid in full prior to despatch no price revision may take place without the prior written agreement of the Customer or person acting on behalf of the customer.

3.3 All Prices are exclusive of VAT and charges for packing, postage and carriage (plus VAT), shall be paid in addition.

3.4 In the case of consumer sales, payment must be made in full before despatch of any goods. Payment for services provided by Doodle will be invoiced on completion and become immediately payable on receipt of such invoices being deemed as received.

3.5 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 14 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle Doodle at its option to treat the Contract as repudiated by the Buyer and to delay delivery of further goods or the provision of services until paid (in addition to any other remedy).

3.6 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

4 Invoices

4.1 Invoices will be sent by email to the address provided by the Customer and will be deemed as received by the same within 2 hours of transmission unless returned as undelivered.

4.2 All invoices shall be paid in full, free from any deduction for any set-off, counterclaim or otherwise howsoever.

4.3 Payment of all invoices shall be by electronic transfer to the Bank account detailed on Doodle's invoice or by debit or credit card. A transaction fee of 3% will be applied to all card payments. We do not accept cheque payments.

4.4 If payment is not made on the due date, Doodle reserves the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. The customer acknowledges that invoices repeatedly paid late will result in credit facilities being withdrawn and/or the account being placed on hold until all outstanding amounts, whether due or not, are settled.

5. Warranty and Liability

5.1 Doodle warrants the goods and services will at the time of delivery correspond to the description given by Doodle. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer warrants that the Buyer is satisfied as to the suitability of the goods or services provided for the Buyer's purpose.

6. Delivery

6.1 Whilst every effort shall be made to keep any delivery date for goods or services ordered, time of delivery shall not be of the essence. Doodle shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

6.2 Unless otherwise agreed Doodle may deliver by instalments and in such cases each instalment shall be treated as a separate Contract and any delay, default or non-delivery in respect of any instalment by Doodle shall not entitle the Buyer to cancel the remainder of the Contract.

6.3 Failure by the Buyer to pay for any instalment when due shall entitle Doodle to withhold further deliveries or services. The Buyer shall be liable for any costs incurred by Doodle relating to such goods or services, which Doodle is then entitled to withhold.

6.4 Delivery of goods shall be made to the Buyers' nominated address and the Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. If the buyer is not available to take delivery as agreed, the buyer may become liable for additional costs if further attempts to deliver the goods are made.

7 Job Tickets

7.1 Job tickets will be created by the client or Doodle at the time of initial contact by the Client to Doodle and will act as a complete record of all communication and time spent providing services on a per job basis. Progress of all tickets can be viewed by the Customer on Doodle's web portal. When a job is completed and closed, email notification will be sent to the client.

7.2. At the end of each period, a job statement will be created and the customer will be notified by email, prior to being invoiced by Doodle. The customer agrees that by

not contacting Doodle by the end of the next business day with any disputes concerning the content of the job notes, or the time spent providing services, the Customer is happy that all work has been carried out satisfactorily and in accordance with the agreement made and that all monies due in respect of the services carried out will be paid within the agreed terms.

7.3 In all cases where a dispute arises with engineering time recorded, the client must notify Doodle in writing with clear evidence to the contrary by 5pm on the next working day of email notification being sent from Doodle that the job has been closed. All notes recorded on job tickets including content copied from emails will be presented and used to verify the time recorded. The buyer agrees that unless it can provide detailed evidence to the contrary, Doodle is under no obligation to refund or credit engineering time.

7.4 Where a support agreement between the Customer and Doodle is in place, all jobs taking up to and including 15 minutes to complete will be billed at one quarter of the client's hourly rate. After this, the minimum time recorded will be 30 minutes. For Client's who do not have a support agreement with Doodle, the minimum charge for all jobs will be 60 minutes irrespective of the actual time spent. For all Customers, after 30 minutes has passed, time will be recorded in 15 minute increments thereafter and will include time spent on-site, remotely, by telephone, email, live chat or consultancy.

7.6 The Buyer agrees to take reasonable measures to ensure that recommendations made by Doodle, as recorded on the job tickets, are noted and carried out within a reasonable time frame.

The buyer agrees that any failure, malfunction, damage and/or data loss, caused by hardware or software which could have been prevented by acting upon any such recommendations previously made by Doodle, will not be the liability of Doodle and that no application for damages will be requested or made against Doodle, its Directors, Employees, Third-Party contractors, or Suppliers.

8. Ownership and Risk

8.1 The risk in goods or services shall pass to the Client upon delivery of the goods or services or upon the goods being appropriated to the Buyer but kept at Doodle's premises at the Buyer's request.

8.2 Doodle remains the owner of the goods or services affected by the Contract until Doodle has been paid in full for such goods or services.

8.3 If any payment due under these Conditions is overdue in whole or in part, Doodle may without prejudice to any of its other rights recover and/or re-sell the goods and may enter on the Buyer's premises by its servants or agents to recover the goods supplied or goods from the premises which amounts to the total cost of any services supplied and the Buyer shall be liable for Doodle's costs of doing so.

8.4 If the Buyer is a consumer and properly rejects any of the goods or services which are not in accordance with the Contract, the Buyer shall nonetheless pay the full price for such goods or services unless the Buyer promptly gives notice of rejection to Doodle and at the Buyer's costs return such goods or services to Doodle in good condition.

8.5 In the case of any other sale the Buyer shall inspect the goods or services immediately upon delivery and shall notify Doodle within five days of delivery if the goods or services are damaged or do not comply with the Contract. If the Buyer fails to do this, he is deemed to have accepted the goods or services.

8.6 Any goods or services in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

- Retained by the Buyer for a reasonable period to enable Doodle to inspect or collect the goods or services or
- At Doodle's option returned by the Buyer to Doodle who will refund the cost of postage and packing to the Buyer if the goods or services are in fact defective

9. Cancellation Returns

9.1 No Contract shall be cancelled nor shall any goods or services, which are in accordance with the Contract, be returned without prior written approval of Doodle and on terms to be determined at the absolute discretion of Doodle.

9.2 Unless Doodle at its discretion decides otherwise, if Doodle agrees to accept the return of any such goods or services then,

- A goods Return Number, obtained from Doodle, must be clearly shown on the returned parcels.
- The Buyer will be liable for the cost of remedying any damage to the goods returned where such damage has, in the opinion of Doodle, been caused by the goods being inadequately packaged by the Buyer or through the Buyer's fault
- Doodle reserves the right to make a handling and restocking charge of 25% on goods which are returned if they are ordered in error or are no longer required

10. Force Majeure

10.1 Doodle will not be under any liability whatsoever in the event that Doodle is prevented or delayed from supplying or making delivery of any goods or services by any reason or cause beyond Doodle's Control.

11. No Waiver

11.1 Doodle's failure to insist upon performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

12. Liability

12.1 Except as may be implied by law where the Buyer is dealing as a consumer, in event of any breach of these Conditions by Doodle the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the goods or services and Doodle shall under no circumstances be liable for any indirect, incidental or consequential damages.

13. Dispute

13.1 In the event of dispute between the Buyer and Doodle, should Doodle in writing require, the Buyer agrees to submit the dispute to arbitration in accordance with the Arbitration Act for the time being in force as a legally binding alternative to Court action.

These Conditions shall be construed in accordance with English Law

Effective 1 September 2024