

Dancing House Consulting – Standard Terms and Conditions of Business

1. In these Terms and Conditions:

- 1.1. **'DHC'** means Dancing House Consulting Ltd whose registered office is Unit 14 Byron Business Centre, Duke Street, Hucknall, Nottingham. NG15 7HP.
- 1.2. **'Client'**: The Company requesting the services of DHC.
- 1.3. **'Services'** means any and all consultancy services which DHC and the Client have agreed that DHC shall provide to the Client.
- 1.4. **'Software'**: Any application, web site or database developed by DHC for the client.

2. General

- 2.1. DHC will carry out work only where an agreement is provided either by email, telephone, mail or fax. An 'order' is deemed to be a written or verbal contract between DHC and the client; this includes telephone and email agreements.
- 2.2. Unless otherwise agreed in writing between the parties, all Services provided by DHC to a Client shall be provided in accordance with these Terms and Conditions, and in particular, they shall take precedence over any other terms and conditions mentioned on any purchase order issued by the Client.
- 2.3. DHC shall use its reasonable endeavours to meet any deadlines for the provision of the Services which are agreed between the parties in writing. However, in order that DHC can prioritise its workload effectively, it is the responsibility of the Client to ensure that DHC is advised at the earliest opportunity if any aspect of the Services is or becomes time-critical, and to provide DHC with such co-operation, assistance and accurate information and data as DHC shall require in order to carry out the Services.
- 2.4. Both parties shall take all commercially reasonable precautions to avoid any loss or corruption of data, and/or damage to computer systems, from viruses and/or other malicious code.
- 2.5. DHC shall carry out the Services using all reasonable care and skill, but can only work within the limitations of the information given to it by the Client regarding the Client's operations, systems and requirements. Therefore, (to the extent permitted by English law) DHC limits its liability for negligence to a sum equivalent to the Fees.

3. Software development

- 3.1. Whilst every endeavour will be made to ensure that the software is free of errors, DHC cannot accept responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
- 3.2. DHC cannot take responsibility for any copyright infringements caused by materials submitted by the client. DHC reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
- 3.3. It is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.
- 3.4. The client is expected to test fully any software developed by DHC before being made generally available for use. Where "bugs", errors or other issues are found after the software has been deployed to the production environment, DHC will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.
- 3.5. Ownership of, and copyright in all software and documentation provided to the Client as part of the Services shall remain with DHC. However, upon payment of the Fees, DHC will assign to the Client all copyright, IP and ownership of any software/ documentation created as part of the Services.

4. Software Compatibility

4.1. DHC will endeavour to ensure that any software will function correctly on the production environment that it is initially installed to, but cannot guarantee correct functioning if the software is moved to another environment or altered by the Client after installation.

4.2. DHC will endeavour to ensure that web software functions correctly when viewed with the latest releases of Internet Explorer, FireFox and Chrome. DHC can offer no guarantees of correct function with other browsers or older version of the above browsers.

5. Website Hosting

5.1. Whilst DHC recommends hosting companies to host websites, no guarantees can be made as to the availability of this service. DHC cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

5.2. DHC reserve the right to refuse to handle material which may be deemed offensive or illegal, and may terminate any hosting service should the necessity arise.

6. Payment of Accounts

6.1. Credit terms applicable to new accounts account are:

Payment terms: 30 days from date of invoice

Credit limit: £2,500

7. Client Privacy

7.1. DHC does not share or sell any client details with third party companies, without their express permission.

7.2. DHC does not publicise any work done for its clients, without their express permission.