

# DMC Consultancy – Terms & Conditions



These Terms & Conditions ("Terms") apply to any customer or client ("you", "your", "Client") engaging DMC Consultancy ("DMC", "we", "us", "our") for website, app, or digital services. These Terms supplement and incorporate any proposal or agreement (the "Proposal") provided in writing between the Parties.

By signing the Proposal and paying any deposit, you agree to be bound by these Terms.

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## 1. Project Scope

1.1 In consideration of payment of fees, DMC will:

- Develop the Website, app, or digital service as outlined in the Project Proposal (the "Project").
- Provide agreed services including, but not limited to, social media management, digital marketing, graphic design, App Development, Website Design, video production, and podcast studio services (collectively, the "Services").

1.2 The Project Specification is outlined in the Proposal.

1.3 Any amendments or variations must be agreed in writing. DMC reserves the right to charge for additional work at its standard rates.

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## 2. Delivery and Acceptance

2.1 Upon completion, you must make full payment for DMC to deploy the Website or app to your hosting server.

2.2 Deployment on third-party hosting may incur additional fees; you must ensure hosting is properly configured.

2.3 A 14-working-day Acceptance Test Period applies. Acceptance may only be withheld for material deviations from the Project Specification. Upon acceptance, or if deemed accepted, the Project Release is issued.

2.4 Acceptance is deemed to occur if:

- The Acceptance Test Period expires without material issues reported, or
- The Project is used beyond test purposes.

2.5 Post-acceptance work is chargeable at DMC's standard commercial rate.

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### **3. Content, Materials & Feedback**

3.1 Timely provision of content and input by the Client is essential. Delays may affect delivery timelines and additional costs may apply.

3.2 DMC is not responsible for delays, missed milestones, or extra costs caused by late or incomplete content or input.

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### **4. Fees and Payment**

4.1 Fees are as set out in the Project Proposal.

4.2 Payment schedule:

- 50% deposit at least 5 days before commencement.
- Remaining balance on completion, prior to go-live.
- Any outstanding balance within 10 days post-Acceptance Test Period.

4.3 All fees are inclusive of VAT unless written evidence of exemption is provided.

4.4 Payments must be made in full without set-off, counterclaim, discount, or deduction.

4.5 Non-payment entitles DMC to:

- Claim interest under Late Payment of Commercial Debts (Interest) Act.
- Suspend or disable the Project.
- Terminate the Agreement immediately.

4.6 Invoices are sent via email; you must notify DMC of any changes.

4.7 Deposits are refundable if DMC cancels the Project. Partial work performed prior to Client cancellation will be deducted from deposit.

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## 5. Intellectual Property & Licensing

5.1 You grant DMC a non-exclusive, revocable, royalty-free licence to use your content for the Project.

5.2 Developer Materials (code, designs, apps) remain **owned by DMC**. A licence is granted to you under the End-User Licence Agreement upon full payment.

5.3 You may not modify or redistribute Developer Materials without DMC's written consent.

5.4 DMC may register or renew domain names on your behalf; fees included in Project fees. Transfer to you is upon full payment and Project Release.

5.5 All apps and software are **licensed, not sold**. DMC retains ownership and may reuse features and code across other clients and projects.

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## 6. Warranties

6.1 Each party warrants full authority to enter the Agreement.

6.2 DMC will perform services with reasonable skill and care; use of Developer Materials will not infringe third-party IP rights.

6.3 Client warrants ownership or licence of all content provided.

6.4 Client confirms content is lawful and not defamatory, obscene, or blasphemous.

6.5 Except as expressly stated, all warranties are excluded.

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## 7. Liability & Indemnity

7.1 Liability is not excluded for death, personal injury, or fraudulent misrepresentation.

7.2 Neither party is liable for indirect, consequential, or economic losses.

7.3 DMC is not liable for Internet/network failures or viruses affecting the Project.

7.4 Client indemnifies DMC against third-party IP claims arising from Client Content.

7.5 Aggregate liability is capped at €1,000.

7.6 Client must ensure compliance with applicable laws for Project promotion or use.

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## **8. Termination**

8.1 Agreement terminates on Project Release if no ongoing services are engaged.

8.2 Either party may terminate for:

- Material or persistent breach (including non-payment);
- Insolvency or administration;
- Ceasing business operations.

8.3 Upon termination, Client returns or destroys any DMC-provided materials upon request.

8.4 Termination does not affect accrued rights or surviving provisions.

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## **9. Confidentiality**

9.1 Each party must keep confidential information secret for 2 years post-Project.

9.2 Exceptions: previously known, public, or lawfully obtained from third parties.

9.3 Confidential information may only be used to perform obligations under this Agreement.

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## **10. Publicity**

10.1 You must maintain a “developed by DMC Consultancy” link unless otherwise agreed.

10.2 DMC may reference the Project in marketing or press, unless otherwise restricted.

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## **11. Notices**

All notices must be in writing. Email communications are deemed received when sent. Postal notices are deemed received 48 hours after posting.

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## **12. Assignment**

Neither party may assign rights or obligations without written consent.

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## **13. Force Majeure**

Neither party is liable for delays due to events beyond their reasonable control. After 90 days, the other party may terminate.

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## **14. Relationship**

No partnership, joint venture, or agency is created. Neither party may bind the other.

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## **15. Non-Solicitation**

Client may not solicit DMC staff. Breach incurs a fee of one year's salary or €80,000, whichever is greater.

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## **16. General**

16.1 Waiver must be in writing.

16.2 Illegal or unenforceable provisions do not affect the remainder.

16.3 Modifications must be in writing and signed.

16.4 This Agreement constitutes the entire agreement.

16.5 No third-party rights.

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## **17. Governing Law**

These Terms are governed by the laws of the Republic of Ireland, and disputes are subject to the exclusive jurisdiction of the Irish courts.

## 17. Suspension & Termination

We may suspend or terminate services immediately where:

- Payments are overdue;
- These Terms are breached;
- Continued service would pose risk to DMC Consultancy.

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## 18. Governing Law & Jurisdiction

These Terms are governed by the laws of **Ireland**, and the Irish courts shall have exclusive jurisdiction.

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## 19. Contact Us

For questions about these Terms or our services, please contact us via:

 **Email:** [danielle@dmcconsultancy.com](mailto:danielle@dmcconsultancy.com)  **Website:** <https://dmcconsultancy.com>

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By using DMC Consultancy services, you confirm that you have read, understood, and agree to these Terms & Conditions.