DMC Consultancy – Terms & Conditions

Version: November 2026

These Terms & Conditions (“Terms”) apply to any customer or client (“you”, “your”, “Client”) engaging DMC Consultancy (“DMC”, “we”, “us”, “our”) for website, app, social media or other digital services. They supplement and form part of any proposal or agreement provided in writing between us (the “Proposal”).

By accepting the Proposal, whether by signing it or accepting it online, 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 Proposal (the “Project”); and
- provide the agreed services, including but not limited to social media management, digital marketing, graphic design, app development, website design, video production and podcast studio services (together, the “Services”).

1.2 The Project specification is set out in the Proposal.

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

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2. Delivery and Acceptance

2.1 On completion, full payment must be made before DMC deploys the website or app to your hosting server.

2.2 Deployment on third-party hosting may incur additional fees, and you must make sure your 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. On acceptance, or deemed acceptance, the Project Release is issued.

2.4 Acceptance is deemed to have taken place if:

- the Acceptance Test Period ends without material issues being reported; or
- the Project is used for anything beyond testing.

2.5 Work after acceptance is charged at DMC’s standard commercial rates.

2.6 Changes or modifications requested more than **7 days** after a website goes live, or more than **30 days** after an app goes live, are charged as additional work at DMC’s standard rates.

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3. Content, Materials and Feedback

3.1 Timely provision of content and input by you 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 Proposal. Title to all services and deliverables is reserved by DMC until payment has been received in full.

4.2 Payment terms by service:

Website development
50% upfront, before work starts, and 50% on completion.

Social media management
Invoices must be paid in full before work for that period starts. There is a 30-day cancellation policy: either party may cancel by giving 30 days' notice.

App development
40% upfront, 40% on handover of the demo, and 20% before go-live. A separate App Development Contract will be supplied, setting out the full terms for the app, and forms part of these Terms.

Other services
As set out in the Proposal.

4.3 Any outstanding balance is due within 10 days of the end of the Acceptance Test Period.

4.4 Prices are quoted exclusive of VAT. VAT is charged on invoices at the applicable rate, unless you provide written evidence of exemption.

4.5 Card on file. Where DMC holds a credit or debit card for you, if an invoice has not been paid manually within seven days, it will be charged to that card. By accepting these Terms, you authorise DMC to do this.

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

4.7 If payment is not made, DMC is entitled to:

- claim interest under the European Communities (Late Payment in Commercial Transactions) Regulations;
- suspend or disable the Project or Services; and
- terminate the agreement immediately.

4.8 Invoices are sent by email. You must tell DMC of any change to your billing details.

4.9 Deposits are refundable if DMC cancels the Project. If you cancel, the cost of any work already carried out will be deducted from the deposit.

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5. Intellectual Property and 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 on 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; these fees are included in the Project fees. Domains are transferred to you on 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 that it has full authority to enter into this agreement.

6.2 DMC will perform the Services with reasonable skill and care, and use of developer materials will not infringe third-party intellectual property rights.

6.3 You warrant that you own, or are licensed to use, all content you provide.

6.4 You confirm that your content is lawful and is not defamatory, obscene or blasphemous.

6.5 Except as expressly stated, all warranties are excluded.

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7. Liability and 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 or network failures, or viruses, affecting the Project.

7.4 You indemnify DMC against third-party intellectual property claims arising from your content.

7.5 DMC's aggregate liability is capped at €1,000.

7.6 You must make sure the Project is promoted and used in line with applicable laws.

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8. Termination

8.1 This agreement ends 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; or
- the other party ceasing to trade.

8.3 On termination, you will return or destroy any DMC-provided materials if asked.

8.4 Termination does not affect rights already accrued or provisions intended to survive it.

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9. Suspension of Services

DMC may suspend or terminate services immediately where:

- payments are overdue;
- these Terms are breached; or
- continuing the service would pose a risk to DMC Consultancy.

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10. Confidentiality

10.1 Each party must keep the other's confidential information secret for 2 years after the Project.

10.2 This does not apply to information that was already known, is public, or was lawfully obtained from a third party.

10.3 Confidential information may only be used to perform obligations under this agreement.

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11. Publicity

11.1 You must keep a "developed by DMC Consultancy" link on the website or app unless otherwise agreed.

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

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12. Notices

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

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13. Assignment

Neither party may assign its rights or obligations without the other's written consent.

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14. Force Majeure

Neither party is liable for delays caused by events beyond its reasonable control. If such an event lasts more than 90 days, the other party may terminate.

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15. Relationship

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

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16. Non-Solicitation

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

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17. General

17.1 Any waiver must be in writing.

17.2 If any provision is found illegal or unenforceable, the rest of these Terms are unaffected.

17.3 Modifications must be in writing and signed.

17.4 These Terms, together with the Proposal (and, for apps, the App Development Contract), are the entire agreement between the parties.

17.5 No third party has any rights under this agreement.

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18. Governing Law and Jurisdiction

These Terms are governed by the laws of Ireland, and the Irish courts have exclusive jurisdiction over any dispute.

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19. Contact Us

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

Email: danielle@dmcconsultancy.com Website: https://dmcconsultancy.com

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