

Dmac Media

Terms & Conditions of Sale

The purpose of this document is to ensure you as our client have a clear understanding of how Dmac Media Ltd will deal with you as a customer. This document must be approved & signed before any development work can commence on your behalf. By placing an order with **Dmac Media Ltd**, you confirm that you are in agreement with and bound by the terms and conditions below.

Definition of Terms

Standard Product

Refers to a standard system developed for sale by Dmac Media Ltd. This system has a standardised set of functions & parameters and is priced on the principal that there will be no change to the structure or functionality of the system. Customised systems are developed from scratch and are not subject to the same pricing structures. Additional functionality may be introduced to the system or product but this will be dealt with as a plug in feature and will be subject to additional costs.

Bespoke Product

Refers to any system that Dmac Media Ltd creates specifically for a client. These systems vary greatly in form & function these systems are all subject to a technical specification document which must be created and agreed with a client prior to commencing any bespoke work.

Plug Ins

Refers to an “*add on*” function or feature created for a Dmac Media Ltd system or product. Plug Ins must be itemised in a technical specification document created by Dmac Media Ltd in consultation with the client and must be priced and signed before commencement.

Graphic Design

Refers to a standard three hour period of graphic design with the purpose of developing an agreed visual concept for a website. If a concept requires more than three hours to achieve an agreed design (sign off) the excess will be calculated and charged as an additional cost. Based on €90.00 per hour

Walk Through

Refers to a 30 min to 1 hour walk through of a Standard Product. This entails a demonstration of all the features of the system and guidance for the client to use each of these features. A Walk Through is arranged by appointment at the offices of Dmac Media Ltd in Sligo. Should a further Walk Through be required this will be charged at a cost of €90 + VAT per hour. If a client requires the Walk Through at their premises or alternate venue, an additional travel charge will be discussed and agreed before an appointment is made.

Support

Refers to a 12 month period of support provided by Dmac Media on systems and products developed by Dmac Media, whether bespoke or standard. This support is based on email & telephone communication. It does not include visits to client's premises or visits to the Dmac offices, this is done strictly by appointment and an additional fee will apply. The purpose of the support is to provide additional advice & guidance on best practice for using a Dmac System or Product or solving technical problems with Dmac Systems. Should a technical problem occur through misuse of the Dmac System or client side adjustments to the system additional charges will apply at our standard €90 + VAT per hour rate. Support does not allow customers to request ongoing updates & changes to any element of a Dmac System or Product. This may be done from time to time as a goodwill gesture but is outside of the support offered and charges will normally apply.

Hosting & Domain Purchase

The terms & conditions, Acceptable use policies and privacy policies are set out in other documents. These documents should be read and understood fully before purchasing domain and hosting services from Dmac Media.

Conditions of Sale

It is the clients responsibility to familiarise themselves fully with a product prior to purchase from Dmac Media Ltd. Dmac Media Ltd will not accept any responsibility or additional costs due to the unsuitability of solutions for client's requirements.

Dmac Media Ltd reserves the right to apply additional costs to any purchase that requires further adjustment or work outside of our standard practice.

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Dmac Media Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of Dmac Media Ltd. until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Dmac Media Ltd remain the copyright of Dmac Media Ltd and may only be commercially reproduced or resold with the permission of Dmac Media Ltd.

Dmac Media Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The client agrees to make available, as soon as is reasonably possible to Dmac Media Ltd, all materials required necessary to complete the site to the agreed standard and within the set deadline.

Dmac Media Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Dmac Media Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. Dmac Media Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Dmac Media Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Payment Terms

Standard Products, Hosting and Plug ins:

Dmac Media Ltd insists on payment up front for any standard product or Plug In. No work will be carried out until the agreed price has been paid in full.

Bespoke Development:

Dmac Media Ltd will require as a minimum 50% deposit up front for any bespoke work. Once a system has reached a primary build point, agreed on in consultation with the client, the balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

I have read and fully understand all terms & Conditions set out above and agree to be bound by them regarding my purchase from Dmac Media Ltd.

Signed:

On behalf of: