

Terms and Conditions for the Supply of Products and/or Services By Dart-Digital

Important Notice

Dart-Digital products and services are intended for UK business use only, and not for consumers, or individuals under 18 years of age.

Your use of any Dart-Digital software will also be governed by the terms of a software licence, and our other products and services may also be governed by additional terms. Products or services described on our site but provided by another company within The Dart Group will be supplied by that group company and subject to separate terms and conditions.

Any other third party products or services described on our site are supplied by the relevant third party and subject to that third party's terms and conditions. Even where third party products or services are co-branded by us, we do not endorse them, warrant the accuracy of third party information about those products or services, or warrant the quality or suitability of those products or services for your use.

General Information about us:

Our name: **Dart-Digital**

Our geographic address: **12A Hill Road, Clevedon, Somerset. BS21 7NZ**

Our contact details:

Telephone: +44 (0)1275 547412
Fax: +44 (0)1275 799778
Email: sales@dart-digital.co.uk

Registers: We are a limited company registered in England and Wales under company registration number 4731426. The Companies House register can be found at <http://www.companieshouse.gov.uk>

We do not belong to any trade organisations, professional bodies or supervisory authorities, nor do we subscribe to any particular codes of conduct.

Here is an overview of these Conditions.

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1. Definitions

Acceptance means an Electronic Communication from us accepting your Order.

Conditions means these standard terms and conditions for our supply of Products and/or Services.

Consumer means a person acting for purposes which are outside his or her business.

Contract means the contract between us for the licensing of Software and/or the sale of other Products and/or the supply of any Services (collectively, the "supply"), as set out in Condition 3.1.

Electronic Communication means an electronic communication between us by fax or e-mail.

Order means your contractual offer to buy Products or Services from us by placing an order.

Products means our Software and other products as described by our marketing material and on our Website from time to time.

Services means the services described by our marketing material and on our Website from time to time.

Software means our licensed software products as set out as described by our marketing material and on our Website from time to time.

Specific Terms means terms which apply specifically to the Products (such as those in a software licence) or Services, and which are separate from these Conditions.

Website means Dart-Digital's website currently at <http://www.dart-digital.co.uk>

2. How to conclude a Contract with us

2.1. These are the steps you need to take to conclude a Contract with us.

(A) Check variable information such as prices

2.2. We will display on our Website certain variable information which you will need to know before you place your Order, such as the range and descriptions of Products and Services and their current prices (exclusive of VAT). This information may also be available outside the Website, for example in printed documentation or supplied over the telephone by our sales staff.

2.3. Note that this variable information is known as an "invitation to treat" and not a contractual offer from us which you may accept. This means we reserve the right to correct any errors in that information without any liability to you. It also means that in no circumstances will we be contractually bound to supply you with Products or Services on the basis of any incorrect information, even if that information is repeated in your Order.

(B) Make sure you read and understand our terms

2.4. It is your responsibility to read the legal terms on our Website, and documentation, carefully and to raise any problems with us before you place your Order. That includes these Conditions, our terms of use and privacy policy and any Specific Terms that are available on our Website.

2.5. Please note that our Website is intended for businesses and not Consumers and that you may not use our Website if you are under 18 years of age. If you accept the legal terms referred to in Condition 2.4 on behalf of a corporate buyer, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in those legal terms.

(C) Complete your Order

2.6. You will be responsible for selecting the Products and/or Services you wish to buy, for supplying your delivery address, for telling us how you wish to pay and for giving us any other information we request to enable us to fulfil your Order and comply with the Contract. All information you submit to us must be adequate, relevant, accurate and up to date.

2.7. You may pay by credit or debit card, direct bank transfer or ask us to send you an invoice. If you choose to pay by credit or debit card, we will check to see whether the transaction is authorised. If you ask to pay by invoice, we will post you a paper invoice, which you must pay within 30 days of the date of the invoice.

2.8. When you have completed your Order, it is your responsibility to check your Order carefully to identify any errors and to correct them prior to placing your Order.

(D) Place your Order

2.9. You may place your Order by confirming the Order content by telephone, post or electronic communication.

2.10. We will acknowledge receipt of your Order and, if you request it, by e-mail, in each case without undue delay. This is not our Acceptance of your Order, but a confirmation of its receipt.

(E) Wait for our Acceptance of your Order

2.11. You may not assume we have accepted your Order until we send you an Acceptance. Only if and when you receive our Acceptance will we have made a binding legal Contract with you.

2.12. You may receive an acknowledgement from our payment processor, advising you whether or not your credit or debit card payment has been authorised. This acknowledgment relates to your payment only and is not our Acceptance of your Order.

2.13. We will be entitled to refuse to accept your Order if in our sole discretion we consider it necessary. If that happens we will let you know as soon as we can. If we accept your Order, we will send you an Acceptance without undue delay.

2.14. Once we have entered into a Contract with you in accordance with this Condition 2, we shall supply you with the Products and Services that you specified in your Order in accordance with the terms of the Contract.

3. Other information about the Contract

3.1. We can only conclude the Contract with you in English, and not in any other language.

3.2. The Contract between us will consist of (1) these Conditions (including our privacy policy), (2) your Order and (3) our Acceptance (the consideration for which shall be payment of the price in accordance with Condition 4). There can only be a Contract between us if all these elements are present. If there are applicable Specific Terms, these will also be included in the Contract.

3.3. The Products and/or Services we supply to you shall be subject to any

restrictions set out on our Website, in our documentation or in the Contract. If we provide you with a Service via our Website, you must abide by our terms of use and any acceptable use policy or other applicable terms on the Website. For other Services, you must comply with any terms we notify to you, e.g. health and safety regulations for a Service provided to you face-to-face such as a workshop.

3.4. We will not file the concluded Contract between us on line and you should therefore print out and retain copies of each element of the Contract. You will receive a copy of any Special Terms with the Product or service. The current version of these Conditions, and our privacy policy are available on our Website.

3.5. You may only cancel an Order that we have accepted or cancel the Contract in the circumstances set out in Condition 6 below.

3.6. These Conditions shall take precedence over and exclude any other terms and conditions you seek to impose. If there is a conflict between the Specific Terms and these Conditions, the Specific Terms shall take precedence.

3.7. You may not vary these Conditions unless an authorised representative of ours agrees in writing.

3.8. We may update or change these Conditions from time to time without notice and the date of the most current version is that set out at the top of these Conditions. You must read them each time you place an Order with us.

3.9. We also reserve the right to make any changes without notice to our privacy policy, terms of use, other information on our Website and the specification of the Website in order to comply with any applicable legal or regulatory requirements, in the interests of good business practice, or to improve the design or functionality.

3.10. If you are a Consumer then your legal rights are not affected by these Conditions or the Contract.

4. Price of the Products and Services and Payment

4.1. The price of the Products and Services will be calculated in pounds sterling (or such other currency as we may accept in our absolute discretion) and will be shown to you at the bottom of your accepted Order.

4.2. The prices on our Website and documentation are exclusive of Value Added Tax ("VAT"). Your Order will show VAT both as a separate item and as included in the total price.

4.3. Subject to our obligation to supply the Products and Services at the price stated in a Contract we reserve the right at any time to increase the list prices of the Products and Services and to change the range of Products and Services available.

We will endeavour to give you as much notice as we can of changes to the range and any increase in prices.

4.4. If you fail to make any payment on the due date then, in addition to any other right or remedy available to us, we shall be entitled to -

4.4.1. cancel the Contract or suspend the performance of any Services; and

4.4.2. take any payment made by you against such of the Products and Services as we may think fit; and

4.4.3. exercise our legal right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation as amended from time to time together with compensation for debt recovery costs.

5. Intellectual property rights in the Products and Services

5.1. You acknowledge that the copyright and any other intellectual property rights in the Products and/or Services remain with us or our licensors, and may not be used by you for any purpose other than your lawful use and in accordance with the Contract.

5.2. If a third party successfully claims that that our Products or our Services infringe that third party's intellectual property rights we shall be entitled to replace the Products (or the part in question), re-supply the Services free of charge or, at our discretion, refund to you the price of the Products (or a proportionate part of the price) or the Services, but we are not accountable to you in any other way. In particular, we shall not be responsible for any defects or intellectual property rights claims arising from your customisation of the Products or Services or your other instructions.

6. Returns and Cancellation

Returns

6.1. We want you to be completely satisfied with the Products or Services you buy from us. If you are unhappy or wish to complain, then please call customer services on 01275 547412, or write to us at the address above so that we can discuss your concerns.

6.2. If any Specific Terms accompanying the Product or Service (such as a software licence agreement) contain terms about returning that Product or Service, the returns policy in the Specific Terms shall apply in place of the above term.

6.3. Our rights to cancel

We may cancel your Order and any Contract if:

6.3.1. you order Products or Services that become unavailable, in which case we are not obliged to provide substitute software or substitute services but shall inform you of the unavailability, or

6.3.2. you do not pay us the price due for the Products and/or Services by the due date, or

6.3.3. you are either not able or not authorised to enter into the Contract with us.

If we wish to cancel your Order and any Contract for a Product or Service, we will contact you first to discuss this.

7. Exclusions and Limitations

7.1. We shall accept liability for the following:

7.1.1. for death or personal injury, resulting from our negligent act or omission, breach or default, or for our breach of any obligations implied by law which cannot be excluded; and

7.1.2. for direct physical loss or damage to your tangible property up to an amount in aggregate of one hundred and fifty percent (150%) of the total price paid for the Products and/or Services which directly caused that damage to property as set out on your accepted Order (the "Price") or five hundred pounds sterling (£500), whichever is the greater, where, and to the extent that, such loss or damage is caused by our negligent act or omission, breach or default; and

7.1.3. for direct loss or damage, other than governed by Conditions 7.1.1 or 7.1.2 above or Condition 7.2 below, up to an amount in aggregate of one hundred and fifty percent (150%) of the Price paid where, and to the extent that, such loss or damage is caused by our negligent act or omission, breach or default.

7.2. Subject to Condition 7.1, we shall not be liable under or in relation to this Contract or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any technical, factual, textual or other typographical inaccuracies, errors or omissions in information on the Website or in our documentation, for any loss or damage arising from the use of your credit or debit card, for the unavailability of the Website (or any part of it), for any delay in providing or failing to supply the Products or Services, for loss or damage to the Products which occurs during transit (as risk in the Products passes from us to you on despatch) or for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of

customers, loss of, or loss of use of any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract or any indirect, consequential loss or damage (including loss or damage suffered by you as a result of an action brought by a third party) whether that loss:

7.2.1. arises naturally from any breach of the Contract by us; or

7.2.2. was reasonably anticipated or contemplated by both of us when we entered into this Contract; or

7.2.3. is one which you specifically informed us was a likely consequence of a breach by us prior to that breach, and any implied warranties are excluded to the maximum extent permitted by law. For the purpose of this Condition, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

7.3. We expressly agree that should any limitation of liability Condition or provision contained in the Contract be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that Condition or provision it shall, to that extent, be deemed omitted, but if we thereby become liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability should be subject to the other applicable limitations and provisions set out in these Conditions.

8. Confidential Information

You should be aware that with the exception of credit card numbers and the information we specifically request of you to enable us to enter into a contract with you, we do not wish to receive any information of a confidential or proprietary nature from you. Any such information you send to us will be deemed by us not to be confidential in nature and you will have granted us an irrevocable licence to use, display, modify, transmit or distribute such information in any manner we shall reasonably decide. To learn more about how we deal with personal information, such as names and addresses, see our privacy policy.

9. Indemnity

You agree to indemnify us and hold us, our employees, affiliates, agents, business partners and employees harmless from any claim or demand, including reasonable legal fees, made by a third party arising out of content you submit or transmit to this Website, your use of the Website or your breach of these terms and conditions.

10. Export Restrictions

It may be that businesses will order Products from us for delivery overseas but in that eventuality you agree to comply with all applicable international and national laws that apply to the Products. You may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Dart-Digital, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

11. General

11.1. We may perform any of our obligations or exercise any of our rights ourselves or through any third party provider.

11.2. Any notice which is given under these Conditions shall be either by Electronic Communication or if by you, by pre-paid recorded delivery, addressed to us at the address in these Conditions and if by us by first class post addressed to you at the delivery address on your Order. Legal proceedings must be served by first class post or pre-paid recorded delivery only.

11.3. Any Electronic Communication, including your Order, our acknowledgment of receipt of your Order and our Acceptance shall be deemed to be received when the party to whom the Electronic Communication is addressed is able to access it.

11.4. If we choose to ignore a breach by you of these Conditions on one occasion, we may still take issue with you if you breach of the same or any other Condition after that.

11.5. If a court decides that any of these Conditions is legally unacceptable or ineffective in whole or in part, that shall not affect the other Conditions or part Conditions.

11.6. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to the benefit of any of these Conditions, unless we agree otherwise in writing.

11.7. The laws of England shall govern the Contract, and you agree to submit to the non-exclusive jurisdiction of the English courts.