

KEY FACTS – Terms & Conditions

The Dynamics Consultants Terms and Conditions and Support Agreement is the foundation of our contractual relationship and is the framework agreement under which we will work, alongside the Statement of Work (“SOW”) or Quote (where applicable) that we together have negotiated. Here is a helpful guide for understanding the key facts of our Terms and Conditions.

(Note: this is intended to be a reading aid for the contract, this is not a legal document.)

<p>Application - more information in clause 1</p>	<p>In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by the Provider in writing.</p> <p>In no event will the Provider be liable by reason of any breach by it of any of these Terms and Conditions or breach by it of any implied warranty, condition or other term of the Agreement, or any negligent or innocent misrepresentation, or any negligence or other duty at common law as specified in Clause 10.9.</p>
<p>Provider’s Obligations – more information in clause 3</p>	<p>The Provider:</p> <ul style="list-style-type: none"> • Shall use reasonable commercial endeavours to act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the specification of Services provided in the Agreement. • Will endeavour to keep the Customer informed of all activities related to the Project by means of regular reports limited to material developments or similar, supplied to the Customer at regular intervals to be defined in the Agreement. • Shall use all reasonable endeavours to accommodate any reasonable changes in the Programme that may be requested by the Customer, subject to the Customer’s acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.
<p>Customer’s Obligations – more information in clause 4</p>	<p>The Customer agrees:</p> <ul style="list-style-type: none"> • To use all reasonable endeavours to provide all pertinent information to the Provider that is necessary for the Provider’s provision of the Services. • Within 7 days of receiving a Programme from the Provider, to inform the Provider in writing either of the Customer’s acceptance or shall submit, with detailed reasons, its reasons for non-acceptance including proposed changes. • To not allow any changes or modifications to the Software to be made by any party other than those changes or modifications authorised by, and notified to, the Provider in writing. • To create regular data backups in such a manner as to minimise any potential data loss and to ensure that these are made available to the Provider as required. The Customer shall use their own reasonable discretion in determining the frequency of the back-ups which remain entirely their responsibility.
<p>Price – more information in clause 5</p>	<p>The Customer agrees to pay the Fees in accordance with Clause 6 (Payment) and the Specification of Services in the Agreement.</p> <p>The Provider shall be entitled to recover from the Customer its reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.</p> <p>The Customer shall pay the Provider for any additional services provided by the Provider that are not specified in the Specification of Services in the Agreement in accordance with the Provider’s daily rate in effect at the time of the performance or such other rate as may be agreed.</p>
<p>Payment Terms – more information in clause 6</p>	<p>All payments required to be made pursuant to these Terms and Conditions by either Party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.</p> <p>The Provider has the right to suspend and/or terminate the Agreement if payment is delayed by more than 15 days for license purchases and 60 days for services provided.</p>
<p>Warranty – more information in clause 8</p>	<p>The Provider warrants that the product of all Services provided shall be free from any and all defects for a period that shall be defined in the Agreement.</p>

	Software, by its nature, will contain defects, nothing in this agreement guarantees that a software solution is defect free. The Provider is not liable for any defects in the base solution, or for defects caused by third parties.
Termination – more information in clause 9	<p>The Provider may terminate the Agreement forthwith if the Customer:</p> <ul style="list-style-type: none"> • Is in breach of any of its obligations. • Has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) • Become bankrupt. • Ceases or threatens to cease to carry on business <p>In the event of termination, the Provider shall retain any sums already paid to it by the Customer without prejudice to any other rights that either party may have whether at law or otherwise.</p>
Liability – more information in clause 10	<p>The Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.</p> <p>The Provider's total liability for any loss or damage in respect of any individual occurrence or a series thereof arising out of any one event shall be limited either to the sum received for the service defined therein (up to a maximum of £500,000) or to the net contribution calculated in accordance with sub-Clause 10.6 of the Agreement, whichever is the smaller sum.</p>
Confidentiality – more information in clause 11	During the term of the Agreement and after termination of the Agreement for any reason for a period of 2 years starting on the date of termination - the Receiving Party may not use any Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations under the Agreement.
Data Processing - more information in clause 13	Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation.
Sub-Contracting	Subject to the provisions of the Data Processing clause, or the Agreement, the Provider may sub-contract to third parties all or any part of the Services to be carried out under the Agreement.
Appointment of Third-Party/ Consultants/ Contractors – more information in clause 15	<p>The Customer shall keep the Provider fully informed of any and all third-party consultants and contractors appointed to the Project within 7 days of the appointment and shall provide contact details of the same.</p> <p>All third parties appointed to the Project shall be required to cooperate fully with the Provider which will be reciprocated by the Provider.</p>
Assignment	Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party.
Time	Unless otherwise stated in this Agreement or agreed in writing between the Parties, the times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.
Relationship of the Parties	Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
Non-Solicitation	<p>Neither Party shall, for the term of the Agreement and for a period of 2 years after its termination or expiry:</p> <ul style="list-style-type: none"> • employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement or • solicit or entice away from the other Party any customer or Customer where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.
Third Party Rights – more information in clause 26	No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
Law & Jurisdiction – more information in clause 31	Each party irrevocably agrees that the laws and courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.