

Terms of Use

About us

Dart Services Limited is a limited company registered in England and Wales under company registration number 4731426 and with its registered office at 12A Hill Road, Clevedon, Somerset BS21 7NZ ("Dart Services").

About these Terms

- 2.1. These terms apply to your use of the Dart Services' website at <http://www.dart-services.co.uk> (the "website/site").
- 2.2. By accessing our website you are deemed to have accepted these terms. If you do not agree to them you must stop using our site.
- 2.3. The most current version of these terms is dated on the above date but we may at any time revise them without notice. You are responsible for reviewing these terms on each occasion that you revisit the site and if you continue to use our site after changes are made you are deemed to have accepted them.

Country of use

It is only intended that people in the United Kingdom and Outside the UK will use and view this website.

Website

- 3.1. This website allows users to buy software and/or other products and services from Dart Services.
- 3.2. The steps you need to take to conclude a contract with us, (which can only be in English), are set out in our Terms and Conditions of Supply but can be summarised as follows:-
 - 3.2.1. check variable information such as prices and the range and descriptions of our products and services - please note that we reserve the right to correct any inaccurate information such as typographical errors, even if you have already submitted your order to us;
 - 3.2.2. make sure you read and understand our terms and conditions - please note that we cannot sell to you if you are under 18 years of age, and that our products are not intended for individual consumer use;
 - 3.2.3. complete your order - please make sure the information is correct and complete and select the method of payment.
 - 3.2.4. place your order - and we will acknowledge receipt of the order;
 - 3.2.5. wait for our acceptance of your order - which is normally given but in certain circumstances we reserve the right to reject an order. If your order is accepted there will then be a contract between us. Please note that we will not file a copy of the concluded contract or make it accessible on-line.
- 3.3. Products and services of any other Dart group company that are available on our website will be subject to that company's terms and conditions.
- 3.4. Any other third party products and services available on our website are subject to the third party's terms and conditions, and are not endorsed or warranted by us.

Intellectual Property Rights

- 4.1. The design and content of this website is protected by copyright and is owned by Dart Services Limited 2008 and its licensors. All rights are reserved. The exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of this website by any means and in any form, in whole or in part, and to make this website available to the public, and to distribute any copyright protected material in the site (including without limitation, any online software or courses) shall remain with Dart Services or its licensors. You agree not to copy, adapt, alter or create any derivative work from any material on this site, or to restrict or inhibit the use or enjoyment of this site by anyone else.
- 4.2. The Dart Group owns various trade marks and registered trade marks ("the marks") a list of which can be obtained from us. You may not use those marks, and any third party trade marks that appear on this website, other than as permitted by express written licence from the licensor or by law. In particular, but without limitation, you may not use the marks as meta-tags nor may you sponsor them in search engines. All goodwill in your legitimate use of the marks shall accrue to the Dart Group. Please notify us immediately if you become aware of any infringement of the marks.
- 4.3. All other intellectual property rights in the website are the property of Dart Services or its licensors.
- 4.4. Except as set out in the paragraph entitled "Permitted uses", nothing in these terms or on this website should be taken as conferring any licence or right to use any material on this website without the prior written approval of the owner, whether that is Dart Services or its licensors.

Permitted uses

- 5.1. If you place an order, we strongly encourage you to print out and retain copies of that order, our Terms and Conditions of Supply and any descriptions of the products and services you have bought.
- 5.2. We may grant you other express permissions relating to material on this website from time to time.

Community areas

- 6.1. Certain areas of our site are reserved for registered users. These include the community areas for Accountants, Developers, Business Partners and Dart Services members areas. Additional terms will apply to those areas, such as specific acceptable use policies or specific terms for buying licences of any specialised products or services which are available only to registered users.
- 6.2. Please make sure any information you provide to us is up-to-date and accurate, and let us know of any changes as soon as you can.
- 6.3. You will be responsible for keeping your user name and password confidential and secure and for all use made of your account, whether or not it is used by you or with your authority. Please notify us immediately you become aware of any unauthorised use or other security breach and always ensure you close your browser at the end of each session.
- 6.4. You may not assign or sub-license any rights we grant you as a registered user.

Acceptable use

- 7.1. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this website including the community areas. In general, we will not tolerate any use of our website which damages or is likely to damage our reputation, the availability or integrity of the website or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.
- 7.2. We therefore ask you to treat our website with respect, and not to use the site or our products or services for any illegal purpose, or in such a way as to infringe or breach other's rights or to cause or threaten to cause us damage. We also ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through our site.
- 7.3. We reserve the right to suspend the use of our site generally or block your access to any part of the site and/or to suspend or terminate your rights to use the site or any part of it if we suspect misuse. We shall then report any misuse of our site to the relevant enforcement or other authorities and to our advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse.

Links

- 8.1. Links to this website are permitted, subject to first obtaining our prior written consent although we reserve the right to withdraw such consent at any time. Links must only be made to the home page of this website and you are not entitled (nor shall you assist others) to set up links from your own website to this website by deep-linking, framing or otherwise, without our prior written consent. Such consent may be withheld at our absolute discretion, and without the need to provide a reason.
- 8.2. This website includes links that allow you to leave this website and visit third party sites. We have no control over and are not responsible for the content, use by you or availability of those third party websites, for any products or services you buy through those sites or for the treatment of any personal information you provide to the third party.

Cookies

We use cookies on this website. Further information about cookies, how we use them to store and access information about you and how you can elect to refuse their use can be found in our Privacy Policy.

Privacy

This website includes areas where you are requested to input information about yourself. Any personal data you submit to us through this website shall be subject to the terms of our Privacy Policy.

Disclaimer of representations and warranties

- 9.1. Content. We take steps to ensure that all information we provide on this website about our software and services is correct and complete at the time of the last update to the relevant page but we do not warrant it will be correct and complete. Please see paragraph 3.2.1 and note your responsibilities as regards information on the website.
- 9.2. Availability. Use of this website is free and we take steps to ensure it is available to all permitted users, including disabled users. We do not warrant that the site will be continuously available, or that your use of the site will be uninterrupted or error-free, or that the site and server will be free from attack.
- 9.3. Separate, limited warranties which apply to Dart Services products and services sold through this site are set out in our Terms and Conditions of Supply and, if applicable, in any specific terms.

General

- 10.1. If a court or other competent authority holds any of these terms to be void or unenforceable in whole or part, the other terms and the remainder of the affected term shall continue to be valid.
- 10.2. Nothing in these terms shall exclude or limit our liability for death or personal injury due to our negligence or our liability for fraudulent misrepresentation.

Dart Services

10.3. If you are a consumer, your legal rights are not affected by these terms.

10.4. Our failure to exercise or delay in exercising a right or remedy provided by these terms of use or by law does not constitute a waiver of those or any other rights or remedies.

10.5. These terms and the use of this website and its content shall be governed by and construed in all respects in accordance with English law, and you agree to submit to the non-exclusive jurisdiction of the English courts.