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STANDARD TERMS AND CONDITIONS

DVT UK



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1. Acceptance

1.1 These Standard Terms and Conditions ("Terms") apply to all services provided by DVT to the Client under any proposal, statement of work, scope of work, or similar document ("Proposal"). Where a separate master services agreement or scope of work is executed by both parties, that agreement shall prevail to the extent of any inconsistency.

1.2 Commencement of any services by DVT, or acceptance of any deliverables by the Client, shall constitute acceptance of these Terms.

1.3 DVT does not accept any terms and conditions of the Client (including those contained in purchase orders or on websites) unless expressly agreed in writing by both parties.

2. Pricing and Payment

2.1 All prices are stated in pounds sterling (GBP) and are exclusive of value added tax (VAT).

2.2 Prices contained in a Proposal are valid for thirty (30) days from the date of issue, unless stated otherwise.

2.3 Pricing is based on the requirements provided by the Client as at the date of the Proposal. Any change to the requirements may result in revised pricing and delivery timelines, which shall be agreed in writing.

2.4 For fixed-price services, invoices shall be issued upon completion of agreed milestones.

2.5 For time-and-materials services, invoices shall be issued monthly in arrears based on time actually worked.

2.6 Invoices are payable within thirty (30) days of the invoice date.

2.7 Upon request, DVT shall provide timesheets for time-and-materials services. Any disputes relating to an invoice or timesheet must be raised in writing within fourteen (14) days of receipt.

2.8 The charges shall be reviewed annually with effect from each anniversary of the service start date. DVT may increase the charges by a percentage equal to the percentage increase in the UK Consumer Prices Index (CPI) published by the Office for National Statistics over the preceding twelve (12) month period. DVT shall give the Client not less than thirty (30) days' written notice of any such increase.

2.9 Where pricing for any Services is not expressly set out in a Proposal, scope of work, or otherwise agreed in writing, the Services shall be charged at DVT's standard rate of £1,000 (one thousand pounds sterling) per person per day (or pro rata for part days), unless agreed otherwise in writing.

3. Suspension for Non-Payment

3.1 DVT may suspend the provision of services if any undisputed invoice remains unpaid beyond the applicable payment term. DVT shall not be liable for any delay or failure to perform arising directly from such suspension, provided it is exercised in accordance with these Terms.

4. Excluded Costs

4.1 Unless expressly included in the Proposal or scope of work, the following are excluded from the charges:

- Test data management and database administration
- Test environment management
- Data migration
- Integration with legacy or third-party systems not specified
- Commercial development or testing tools
- Security vulnerability or penetration testing and remediation

- Travel, accommodation, and subsistence costs (subject to prior written approval)
- Client-specific or extraordinary training
- Post-implementation support and maintenance

4.2 Any support or maintenance services shall be subject to a separate written agreement

5. Estimates

5.1 All costings and timelines are estimates based on information available at the time of preparation. DVT shall notify the Client if it becomes aware that estimates are no longer valid and shall propose revised estimates. The Client may terminate the affected services if revised estimates are not acceptable, subject to payment for services performed up to the termination date.

6. Work Location

6.1 Services shall be delivered primarily on a remote basis. Where on-site attendance is required, this shall be agreed in advance. DVT consultants may be based in the United Kingdom, South Africa, Europe, Africa, or the Middle East.

7. Work Location

7.1 Unless otherwise agreed, DVT requires one (1) calendar month's lead time prior to commencement of services.

7.2 DVT shall appoint suitably qualified personnel and may adjust resource allocation as reasonably required, provided that agreed deliverables and timelines are not materially affected.

7.3 Delivery timelines are based on UK business days (Monday to Friday, excluding public holidays in England and Wales).

8. Termination

8.1 Either party may terminate these Terms or any applicable scope of work on not less than thirty (30) days' written notice.

8.2 Upon termination, the Client shall pay DVT for all services performed up to the termination date, including work carried out during the notice period.

8.3 Termination shall not affect accrued rights or obligations, including payment obligations.

9. Reviews and Acceptance

9.1 The Client shall review deliverables within five (5) business days of delivery and either accept them or reject them with written reasons.

9.2 If the Client fails to engage in good-faith resolution of a rejected deliverable within fourteen (14) days, the deliverable shall be deemed accepted.

9.3 Use of deliverables in a production environment constitutes acceptance. Payment of an invoice constitutes acceptance of the services or deliverables to which it relates.

10. Confidentiality and Data Protection

10.1 Each party shall keep confidential all information disclosed by the other party and shall use such information solely for the purposes of performing under these Terms.

10.2 Each party shall comply with all applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

11. Intellectual Property

11.1 All intellectual property rights in deliverables created specifically for the Client shall vest in the Client upon payment in full of all amounts due.

11.2 Until payment is received in full, the Client is granted a non-exclusive, revocable licence to use the deliverables for internal business purposes.

11.3 Third-party software components shall be subject to applicable third-party licence terms and costs.

11.4 DVT retains ownership of its pre-existing tools, frameworks, and components. The Client is granted a royalty-free licence to use such components as incorporated into the deliverables, but not on a stand-alone basis.

12. Payment Default and Cost Recovery

12.1 If the Client fails to pay any undisputed invoice within fourteen (14) days after the expiry of the payment term, DVT may suspend services.

12.2 Interest shall accrue on overdue amounts at a rate of four per cent (4%) per annum above the Bank of England base rate, calculated daily.

12.3 Any stand-by or recovery charges applied during suspension represent a reasonable estimate of DVT's costs in retaining dedicated resources.

13. Liability

13.1 Nothing in these Terms shall exclude or limit either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded by law.

13.2 Subject to the above, neither party shall be liable for any indirect or consequential loss, including loss of profit, loss of business, or loss of data.

13.3 DVT's total aggregate liability arising out of or in connection with the services shall not exceed one hundred per cent (100%) of the fees paid by the Client for the services giving rise to the claim.

14. Non-Solicitation

14.1 During the term of these Terms and for twelve (12) months thereafter, neither party shall solicit or employ any employee or consultant of the other party involved in the services without prior written consent. A breach of this clause may result in a recruitment fee equal to twenty per cent (20%) of the individual's annual total remuneration.

15. Nature of Relationship

15.1 Nothing in these Terms creates a partnership, agency, or employment relationship between the parties. DVT acts as an independent contractor.

16. Dispute Resolution

16.1 Any dispute arising out of or in connection with these Terms shall first be referred to senior management for good-faith resolution.

16.2 If unresolved within fourteen (14) days, the dispute shall be finally resolved by arbitration under the LCIA Rules, seated in London, and conducted in English. Either party may seek urgent injunctive relief from the courts of England and Wales.

17. Assignment

17.1 Neither party may assign or transfer its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.

18. Governing Law

18.1 These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.