

# **Zein Marketing Terms & Conditions**

### General

Quotations and fixed prices are valid for 30 days from receiving said quotation. After 30 days, prices and specifications of services are subject to change without notice. Any typographical, photographic, or specification error in a service or quotation, pricing or an offer is subject to correction.

Zein Marketing will carry out work only where an order is provided either by email, telephone, mail or fax. An 'order' is deemed to be a binding contract between Zein Marketing and the client, this includes any verbal or written agreement.

If the client's specification changes from the original specification made for the original quotation, Zein Marketing reserves the right to vary the quotation accordingly. In doing so Zein Marketing will inform the client of such changes before the end of the project.

The client agrees to make available as soon as is reasonably possible to Zein Marketing all materials required in order to meet the agreed deadline.

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

Zein Marketing will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client through any third parties or any of the clients appointed agents.

The client is expected to check (and where necessary test) fully all materials relating to a project carried out by Zein Marketing before said materials are made generally available for use. Where errors or other issues are found after delivery, Zein Marketing will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief, such work may be chargeable.

Zein Marketing reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

### Copyright

For work undertaken, all intellectual copyright shall remain the property of Zein Marketing until such time that any outstanding invoices have been paid in full. Only at that time does the copyright for the final work pass to the client. Any non-final artwork such as drafts, remain the copyright of Zein Marketing unless otherwise agreed by Zein Marketing.



## Terms & Conditions continued....

Zein Marketing may use any work created for display in portfolios, either online or in print for showcase and advertising purposes. Due to the complexities of international copyright and trademark law, Zein Marketing will not be held liable should the client be found to be infringing on an already existing copyright, trademark or service mark relating to the project name, description or service. Zein Marketing reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

### **Cancellations**

All projects undertaken are subject to a cancellation fee, which is 50% of the original quotation. If at any time after starting a project, the client decides not to progress further, they shall be liable to pay the cancellation fee within 30 days. If in the event of a cancellation, all work created up to and including that point will be owned by Zein Marketing, and may not be used by the party involved unless full payment is received.

### **Completed Work**

A project shall be deemed complete after the client has signed off the work and indicated satisfaction either verbally, or in writing via e-mail, post or other methods. If the client fails to communicate with Zein Marketing for a period of more than 30 days without explanation, the project shall be deemed satisfactory and complete.

### **Payments**

A deposit may be required before any work is carried out. It is company policy that payments for work carried out by Zein Marketing or its affiliates are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with Zein Marketing. Payment is accepted via standard cheque or bank transfer. For more information paying please on theteam@zeinmarketing.co.ukOnce work is completed clients are obliged to pay the balance of payment in full. If accounts are not settled and Zein Marketing have not been contacted regarding any delay legal action may be taken. Late payments will be subject to a 5% percentage increase per week on the total cost of the project. Zein Marketing reserves the right to change or modify any of these terms or conditions at any time.