



## **General Terms & Conditions:**

**1. Authorisation** The CLIENT authorises Marketing For Me LTD T/A ZOMA to perform services on the CLIENTS' behalf as specified in the proposal from ZOMA.

**2. Proposals** Quotes and proposals are free of charge and you are under no obligation until the proposal is accepted by you/your company by digital signature. Proposals are valid for 30 days from the date on the proposal, unless stated differently on the proposal.

**3. Deposit** A deposit of 50% is required for all projects. A project will only start after the proposal is accepted and the deposit paid.

**4. Costs and Fees** Changes and additions to our fees will be quoted and invoiced to the CLIENT. The CLIENT will be advised of all costs, changes and additions. Any monthly packages or agreements are subject to change, but the CLIENT will be given reasonable notice.

**5. Payment** The CLIENT agrees to pay ZOMA in accordance with the terms specified in each proposal/estimate. Payment is due within 7 days from the date of Invoice. If the CLIENT fails to pay any invoice, ZOMA reserves the right to withdraw the website and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied. The CLIENT is responsible for any debt collection, legal or court fees which may come due.

**6. Sharing Content** Information (word/text), as well as images, videos, logos and artwork (or photographs) to be used, must be electronically supplied unless they are to be created as part of the project. If content needs to be sourced this will be at the client's expense and is not included in our fee.

**7. Request for Changes** We allow for certain design changes with this provisions highlighted in the proposal. Any additional work or ad hoc changes and updates will be charged at an hourly rate (dependent on task, to be verified at the start of task) or will be quoted separately. Changes must be requested in writing (email).

**8. Copyright** Please ensure you have the copyright for all material supplied. Under no circumstances will ZOMA be held responsible for any copyright disputes. If it becomes clear that material was provided without the required copyright, changes to a project (to remove illegal content) will be at the client's cost. ZOMA does not take any responsibility for content supplied without proper copyright whatsoever.

**9. Project Timelines** The Date of Completion (DOC) of a project is affected by feedback and receiving of content and timelines will be adjusted accordingly. We cannot be held responsible for delays outside of our control, e.g. lockdowns, weather and closures.

**10. Marketing Material** We have the right to use any blog articles, content created and designed in promotional material and for other purposes anywhere else for ZOMA.

**11. Property** All work is property of ZOMA including but not limited to copy, images, videos, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

**12. Third Party Service Provider** If you use a service provider on our recommendation, you will enter into an agreement directly with them. ZOMA will not be held responsible for their service or lack of.

**13. Confidentiality** Each party undertakes to the other to keep confidential at all times all information (written or oral) concerning the business or affairs of the other that it shall have obtained or received as a result of any discussions or correspondence leading up to the entering into of any Contract, or in the course of the Services, save that which is (a) trivial or obvious, (b) already in its possession other than as a result of a breach of this section, (c) in the public.

**14. Liability** ZOMA uses reasonable skill and care in the provision of the Services and, in particular, the preparation of the deliverables; however, ZOMA accepts no liability for any loss or damage caused as a result of any use by the Client of information or recommendations contained within any deliverable. ZOMA will utilise the services of third party marketing platforms, web platforms, media monitoring, media auditing and market research agencies, and other such services as required from time to time, to fulfill project requirements not otherwise covered in-house. All third party agencies meet strict quality control standards. ZOMA does not accept any liability for delays arising from the delayed release of information from third party agencies. ZOMA's liability under any Contract shall in no event exceed the total Fees paid by the Client under that Contract. In no event shall ZOMA be liable for indirect, special, punitive or consequential damage or lost profits suffered as a result of or in any way connected to these Terms and the provision of the Services.

**15. Cancellation** If a project is cancelled at any time, all fees up to that point of work will be calculated and invoiced. This is payable within 30 days of invoice date.

**16. Termination** On termination of a monthly online marketing contract, or a monthly website maintenance package, an exit fee will be charged, equivalent to the monthly fee. This exit fee does not include any further service unless arranged by prior agreement.

**17. Changes to this Policy** ZOMA reserves the right to change this policy at any time. Please check this page periodically for changes. Your continued use of our site following the posting of changes to these Terms & Conditions will mean you accept those changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.