

TERMS & CONDITIONS



ZEBEDEE start work on the creative process on the submission a brief (THE PROJECT) and upon receipt of a retainer fee from THE CLIENT that equals no less than 30% of the full billable amount as outlined in our quotation. Order confirmation will be required in writing along with a purchase order number where necessary.

Any work undertaken and produced by ZEBEDEE will be charged for and invoiced on a monthly basis or on the completion of each project stage, whichever is earlier. All miscellaneous costings that arise during this project (i.e. couriers, file transportation and colour laser proofs) will be charged out accordingly, at the completion of each stage.

Fees are based on time and material. A handling charge is applied to materials purchased on your behalf. Reasonable expenses, mileage and subsistence, are charged out at cost. From time to time a usage fee is charged by illustrators, photographers and models for image use, ZEBEDEE generally negotiate the terms for year 1, thereafter ZEBEDEE will refer the supplier to THE CLIENT to continue terms. Art direction and on-press print consultancy will be charged out at Euro80 per hour plus expenses. Colour laser proofs will be charged out at Euro1.50 and Euro1.90 for A4 and A3 (one sided) respectively unless otherwise negotiated.

Estimated figures shown in this document are as accurate as possible, subject to the information available at the time of writing. Estimates are subject to verification and adjustment prior to finalisation of contract. Recommendations arising during strategic consultancy or creative stages may necessitate the need to revise design development, implementation and production fees and costs.

Any revision to the brief, or to design / functionality which have been previously agreed which may involve additional work/expenditure, will be charged as extra.

All materials designed and produced remain the property of ZEBEDEE unless otherwise agreed in writing.

Due to the complexities of international copyright and trademark law, ZEBEDEE 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. All ARTWORK designs created during creation of THE PROJECT are ORIGINAL WORKS and can be protected by copyright. ZEBEDEE can organise the transfer of this copyright to THE CLIENT if instructed for a fee to be agreed.

All artwork, designs, software, code, scripts, edits, revisions, names, functional & database development and other original work created in THE PROJECT remain the exclusive copyright and intellectual property of ZEBEDEE unless formally assigned to a client. Any use of this work product by THE CLIENT and/or their assigns (other than the FINAL work accepted by THE CLIENT as being the subject of this agreement) is strictly prohibited without written, prior permission from ZEBEDEE. Modification of names, designs and other original work in which copyright is retained by ZEBEDEE constitutes a breach of ZEBEDEE copyright.

Once THE PROJECT has been initiated and preliminary work created, all retainer balances become nonrefundable. In the unlikely event that ZEBEDEE cannot create a concept that THE CLIENT will approve of, THE CLIENT may cancel THE PROJECT in writing. The project then becomes subject to a 'KILL-FEE', an amount not less than 30% of the total amount of THE PROJECT's billable amount. ZEBEDEE will apply any project retainer fees to this 'kill-fee'. In the event of a job cancellation, artwork remains the exclusive intellectual property and copyright of ZEBEDEE unless released in writing by ZEBEDEE, the remaining balance of THE PROJECT's billable amount is remitted.

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DESIGN · IDENTITY · WEB · MARKETING · EVENTS

Registered in Ireland No. 342624 VAT No. 6362624 O

Directors: A.J. Gunn, S.M. Frawley MMII(Grad), K.P. Dwyer BA Graphic Design (Hons)
Zebedee and Zebedee Marketing & Design Agency are trading names of Zebedee Marketing & Web Design Ltd.

GDBA

Graphic Design Business Association



ZEBEDEE is NOT liable for any damages or expenses incurred by the client in the use of artwork created in THE PROJECT by third parties, unless said third party is contracted by ZEBEDEE as a 'work-for-hire' vendor, or in direct professional consultation with ZEBEDEE. Such consultation is subject to fees as agreed to by THE CLIENT and ZEBEDEE. By contracting ZEBEDEE to create THE PROJECT as outlined in these terms and conditions THE CLIENT agrees to abide by the terms and conditions contained therein. For further information on any of our terms and conditions, please contact us at enquiries@zebedee.ie

Great care is taken to ensure that there are no mistakes/errors in the final production; therefore clients are requested to check and approve all material prior to going to press, being digitally rendered or published on a web server. THE CLIENT must sign off any work before going into production. ZEBEDEE will not be held responsible for any discrepancies noticed in the final production of THE PROJECT that were present at the time of proofing.

Archive backups will only be held for a limited time. THE CLIENT will be charged for archive retrieval and supply of files and artwork.

ZEBEDEE are not responsible for third party services in web hosting including any breaks or interruptions in service.

THE CLIENT agrees to pay reasonable solicitor fees and any other reasonable fees required to enforce all terms and conditions of this contract. In addition, THE CLIENT agrees to reimburse ZEBEDEE any amounts made on behalf of collecting on delinquent payments or required to enforce the payment terms of this contract. THE CLIENT acknowledges and agrees that ZEBEDEE can suspend, hold up publication or remove published web pages if ZEBEDEE has not received all fees relating to the payment of services rendered.

THE CLIENT grants ZEBEDEE the right to reference their company as a client. THE CLIENT also guarantees ZEBEDEE limited rights of copyright necessary to reproduce and publicly display work produced for the THE CLIENT in print and electronically as demonstrations and examples of our customer portfolio.

All invoices are payable on receipt of invoice unless otherwise stated. Any queries must be received, in writing, within 5 days of receipt of invoice.

All prices are subject to VAT at the current 21% rate, unless deemed otherwise by the VAT office.

Quotations are valid for a period of 2 months.

The above terms and conditions of business are based on the Conditions of Engagement as directed by the Society of Designers in Ireland and will apply to all commissions. Copy available upon request. ZEBEDEE is a member of the Graphic Design Business Association of Ireland and supports the Code of Conduct as directed by these Associations.