

Terms and conditions

The following terms and conditions shall form part of the agreement for services carried out by Graphic7©.

“Client” means the company or individual requesting the service.

“Custom” means a unique design, designed specifically for you and/or your company by Graphic7©.

“Service” means web design, graphic design, photo restoration, photography, or any work relating to these services carried out by Graphic7©.

“CMS” means Content Management System.

“Administrator” refers to the individual who is authorised by the client to make changes to the website.

“Contractor” means any person or corporation who performs the service or any part thereof on behalf of Graphic7©.

“Supplier” means a third party service provider.

1. Custom Web Design

- a. Proof reading is to be done by the client unless otherwise quoted.
- b. Price includes one (1) final minor change post proof reading. Minor changes include: spelling; grammar; consistency; image tweaking; and client contact information.
- c. Any additional design, pages and/or changes may be done at an additional charge. This will be a separate quotation.
- d. All images and content to be provided by the client, unless specified in the initial consultation. If photography or graphic design is required by the client to be carried out by Graphic7© this will be an additional quotation.
- e. Photographs supplied to Graphic7© will be used as is. Any additional etching or image manipulation required will be additional to the original quotation.

2. Content Management System

- a. The CMS remains the property of Graphic7©.
- b. The Client is responsible for the security of their CMS username and password, and any individual who is assigned the role of Administrator of the site.
- c. The CMS is a tool provided to the client which enables the client to build, manage and administer information displayed on their website. The Administrator must NOT upload, post, publish or distribute:
 1. Content which is unlawful, defamatory, harmful or invasive of another’s privacy, or otherwise object, including material that promotes or provides instructional information about illegal activities or promotes physical harm or injury against any group or individual.
 2. Content that you do not have the right to distribute under any law.
 3. Content that infringes any patent, trademark, trade secret, copyright or other intellectual rights of any party.
 4. Content that contains nudity, pornographic material, sexual material or material that is obscene in nature without prior and specific consent of Graphic7©, excluding medical related content.
 5. Material that contains software viruses or any other code with the intention of interrupting or limiting the functionality of any computer or telecommunication equipment.

3. Ecommerce and Shopping cart sites

- a. Product entry including data and graphics is the responsibility of the client, unless otherwise quoted by Graphic7©.

4. Graphic Design and print

- a. Proof reading is to be done by the client
- b. Price includes one (1) change after final proof. Any additional changes thereafter will incur an additional cost. This will be an addition to the original quotation.
- c. Upon sign off of artwork, one (1) colour proof is supplied to the client. The proof must be signed by the client before final print run will commence.

5. Photo restoration

- a. The client acknowledges that photo restorations will be as close to the original as possible. The intended outcome will be stated in the quote. Any additional changes will be an additional quotation.

6. Photography

- a. “Basic photography” means images that do not need to be etched or manipulated in any way. Basic photography is provided by Graphic7© by quotation.

- b. "Product photography" means images of products and/or goods. Product photography requires etching and manipulation and will be quoted upon as per a graphic design service.
- c. "Professional photography" means a professional artistic shoot and will be contracted to a professional photography contractor.

7. Other conditions

- a. Graphic7© reserves the right to use a 3rd party contractor for services or any part thereof on behalf of Graphic7©.
- b. The client acknowledges that the services are to be provided by Graphic7© and that in the event that Graphic7© is unable for any reason to carry out or engage a contractor to carry out the service, Graphic7© is entitled to rescind this agreement within 21 days without penalty in which event any moneys paid by the client shall be refunded in full.
- c. Services do not include ongoing technical support and/or training.
- d. The client acknowledges that Graphic7© is not responsible for the operation and maintenance of the client's hardware and software, including operating system, browser, software updates and any 3rd party software installed or used in the development of the product.
- e. The client acknowledges that Graphic7© is not responsible for the client's data integrity, corrupt databases, service interruptions or internet downtime.
- f. Graphic7© reserves the right to outsource some services to a supplier.
- g. The client acknowledges that any images and fonts which are provided to Graphic7© and used in the design of the client's website are in fact owned by the client and do not infringe any copyright law.

8. Conditions of payment

- a. Before commencement of service, Graphic7© require a 50% deposit on quotation price and deposit is non-refundable once service has commenced.
- b. Balance on completion is required before any files will be issued to the client or uploaded to the client's website.
- c. All design and files created by Graphic7© are to remain the property of Graphic7© if no final payment is received.
- d. Without prejudice to our other rights under this agreement, if any sum payable is not paid on or before the due date, Graphic7© reserves the right to suspend the service we are providing to you.
- e. The client shall be liable to pay GST on the services provided. "GST" means Goods and Services Tax at the % rate specified by the Federal Government.

9. Confidential information

- a. Graphic7© is committed to the information privacy principles contained in the Freedom of Information Act 1982 and the Information Privacy Act 2000. Graphic7© will comply with the privacy principals contained in the Commonwealth Privacy Act 1988 (irrespective of whether or not they are legally binding on Graphic7©). Graphic7© also agrees to comply with any directions regarding privacy given to Graphic7© by the client or by a Privacy Commissioner that are relevant to Graphic7's contract with the client.