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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©.

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 to be carried out by Graphic7© this will be an addition to the original quotation.
- e. Photographs supplied to Graphic7© will be used as is. Any additional etching or manipulation required will be at an addition to the original quotation.

2. Content Management System

- a. G7 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. G7 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. Web Design Templates

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

5. 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.

6. 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.

7. 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.

8. 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 provide 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. For technical support the client must accept and sign a Service Level Agreement and Support Contract.

- 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. The client acknowledges that any images or fonts which

9. 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© to remain the property of Graphic7© if no final payment is received.
- d. 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.

Before signing I acknowledge that I have read and understand the terms and conditions forming part of this contract.

Signature: _____ | Company: _____