

Below is Very Graphic Design's standard Terms and Conditions. **Please take time to read through our Terms and Conditions thoroughly and ensure you understand them before you commence a project with us. By requesting designs and/or services from Very Graphic Design you agree to our Terms and Conditions and you are aware that you are entering a binding contract - payment is required.**

**Terms and Conditions**  
**Very Graphic Design**

*The below conditions have been construed under Australian Law and apply to all individuals, businesses or companies (Client/s) engaging the services of Very Graphic Design, its contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.*

**General Conditions of Contract**

1. These Terms and Conditions cover all Contracts entered into by a Client with Very Graphic Design for services relating to design, printing, copywriting, visual media, web sites, brand identity, illustrations, images and photography (Artwork)
2. These Terms and Conditions are subject to change without notification by Very Graphic Design.
3. These Terms and Conditions apply to Very Graphic Design and all of its contractors and subsidiaries.

**Original Brief, Variations and Guarantee**

4. Very Graphic Design will attend an initial consultation with the Client. This can be held via phone or in person. A (Brief) will be constructed through the collection of information. This will assist in the evaluation and formulation of the Client's business design requirements.
5. If no delivery date for final Artwork is decided upon and noted during the initial consultation, payment will be required at the time/s detailed in clause (11); the length of time between consultation and delivery of final Artwork will have no effect on the requirement to remit funds on invoicing.
6. Very Graphic Design does not offer a set number of revisions to logo Artwork under the original Visual Brief.
  - a. Very Graphic Design will not charge for additional revisions of logo Artwork provided that the Client's requests for revision **conform to the original Brief** and are communicated within the agreed timeline (if provided).
7. Any additional work, revisions or variations outside of the original Visual Brief will be charged at the rate of \$60 per hour (ex GST) billed in 15 minute increments. Additional expenses will be charged accordingly.

## Quotations

8. Quotations are generated by Very Graphic Design on the basis of the Brief and expected time investment. Quotations may be subject to change if additional work is required.
  - 1) All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary.

## Payment

9. Very Graphic Design reserves the right to request a deposit from the Client prior to starting work on their project or Artwork. If a deposit is requested by Very Graphic Design, an invoice will be generated and delivered to client via email and payment is expected. By remitting deposit funds to Very Graphic Design, the Client is accepting the Terms and Conditions and entering a contract with Very Graphic Design.
10. If a deposit is not requested, the Client is considered to accept the Terms and Conditions upon request of services/work from Very Graphic Design.
11. Very Graphic Design will invoice the Client for the remaining cost of the Artwork and associated services prior to the commencement of web site construction or printing. Very Graphic Design reserves the right to not proceed with these services until payment has been received in full from the Client.
12. Very Graphic Design reserves the right to invoice prior to the time detailed in clause (11) if the Client has been uncontactable / unresponsive for more than 30 days – refer Cancellation & Variation Policy – begins clause (19)
13. Very Graphic Design reserves the right to invoice for work completed if the project exceeds 60 days.
14. The Client reserves the right to request a payment plan which may be accepted by Very Graphic Design at its discretion. All payment plans must be agreed to both parties in writing.
15. All prices quoted on Very Graphic Design's web site and advertising material include delivery.
16. All payments are to be made within **7 days of invoicing**.
17. Very Graphic Design is entitled to charge the Client for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.
18. Very Graphic Design reserves the right to delete web sites with accounts more than 90 days outstanding payment.

## Cancellation and Variation Policy

19. Very Graphic Design reserves the right to charge additional costs if the Client requests amendments to the original Brief, the original project outcome is altered or further Artwork is requested.
20. If the Client requests the cancellation of a Contract, Very Graphic Design will determine the cost of Artwork and services provided. The Client will be invoiced this amount minus any deposits paid on the project to date.

- a. If the determined monies payable is less than the deposit paid, a refund will be issued by Very Graphic Design to the Client for the difference.
21. Very Graphic Design will declare a project completed if no response is received from Client within 30 days of providing a concept Artwork and this Artwork will be determined as the final accepted Artwork. Very Graphic Design will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by Very Graphic Design to recover all monies owed.

#### Approving Proofs/ Designs/Printing

22. The Client is held responsible for approving all Artwork proofs and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client to request another copy if the proof is difficult to read or changes are required.
  - a. The Client's final accepted proof is the Artwork that will be submitted for prints and/or web construction. There will be no reprints or web development at our expense.

#### Submission of Client artwork

23. Clients who choose to submit their own Artwork, files and/or images are solely responsible for the end result of printing. Customers are reminded to submit print-ready Artwork with the correct specifications. We will print the Client's submission as requested however Very Graphic Design is not responsible for Artwork mistakes. Very Graphic Design is also not liable for supplied file errors. There will be no reprints at our expense.
24. Clients are reminded that when Artwork is trimmed, the bleed cut can vary in position up to 2-3mm, hence a 7mm internal margin from the bleed line is required if the Client is supplying Artwork.
25. It is the Client's responsibility to ensure that any Artwork, images, files and text submitted does not violate Australian copyright laws. Very Graphic Design and its contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.

#### Copyright

26. Ownership of copyright over all concepts and draft Artwork remains with Very Graphic Design. This includes, but is not limited to; logos, symbols, compositions and copy. Unlawful use of these Artworks by the Client is strictly prohibited. **The use of Artwork prior to payment is illegal.**  
For more information visit <http://www.copyright.org.au/information>
27. Artwork designed will remain the property of Very Graphic Design until account is paid in full. Future re-print requests of the same Artwork will only incur a print management fee.

28. Upon full payment of account, copyright ownership will be transferred to the Client. Very Graphic Design and their designers retain rights to utilise Artwork and all design elements for portfolio/self-promotion.

### Printing

29. Printing will not commence until full payment for Artwork and print services is received. The current turnaround time for printing is 5-10 working days dependant on the product type. This period commences at date of Client approval of Artwork proof and payment.
- 2) All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary.
30. With all printing there may be some colour variations from electronic visual representations of Artwork and previous orders to the final printed Artworks. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at our expense.

### Delivery

31. Very Graphic Design cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.

### Web Site Design

32. The Client agrees to allow Very Graphic Design to add a small credit on the customer's website. This will be in the form of a small line of text placed towards the bottom of the page.
33. The Client also agrees to allow Very Graphic Design to place websites and other designs, along with a link to the Client's site on Very Graphic Design's own website for self-promotional purposes., unless agreed to by both parties in writing beforehand.

### Web Site Design Post-Completion Alterations

34. Upon completion of web site build, Very Graphic Design will provide the Client with opportunity to review the resulting work. Very Graphic Design will make one set of minor changes at no extra cost within 14 days of submission to Client for review ('review period').
35. Minor changes include small textual changes and small adjustments to placement of items on the page. Minor changes do not include alteration or replacement of images, colour schemes or any navigation features.
36. Very Graphic Design can be notified of any minor requested changes by e-mail. Very Graphic Design will consider that the Client has accepted the original draft if no

notification of changes is received in writing from the Client within 14 days of the start of the review period.

### SEO Search Engine Optimisation & Search Engine Listings

37. Very Graphic Design builds web sites according to the trends of SEO at the time of building. We will help you to explore your key words/key phrases; however final key phrase choice is the responsibility of the Client.
38. Very Graphic Design cannot guarantee, and is indemnified by the Client against any claims regarding the following: presence of Google or search engine listing, the position of web site in any search engines, which or if any of the web pages will be listed in any search engines, the time it will take for any search engines to list the web site and effectiveness of key words/key phrases.
39. If the Client is dissatisfied with web site listings, the Client can complete steps outlined in our "helping yourself" worksheet. Client can then contact Very Graphic Design to arrange an evaluation of web site.
40. Relating to clause (25), Very Graphic Design take no responsibility for duplicate content found on the Clients website or if the website is search engine black listed due to the written content or images of their site.

### Technological advancements

41. The Client is to refer to hosting and domain name providers for queries regarding the following services: Domain names, Hosting and registration, SSL certificates, Email addresses and Email hosting.
42. The Client is to refer to their technical support company for queries regarding the following services and their applicable Terms & Conditions: Set up of email addresses, Emails going to Spam/ Junk, Email not functioning and Email Signatures
43. Very Graphic Design provides the following services: Domain names, Hosting and registration, SSL certificates, Email addresses, Email hosting as a reseller through third party companies. Any outages and interruptions to web hosting must be followed up with the third party supplier and is the responsibility of the site owner. Very Graphic Design does not offer hosting, email and domain name support.
44. Very Graphic Design holds no responsibility if your email addresses are targeted with spam as it is outside of our control. Very Graphic Design holds no responsibility if the Client's email account details are attained and used to send spam or malicious material.
45. Very Graphic Design build and design websites to the best of their knowledge at the time of completion. Very Graphic Design cannot take responsibility if the Client's site is "hacked". Very Graphic Design does not provide software updates or take responsibility if the software used becomes out of date and obsolete. Very Graphic Design does not take responsibility for any unforeseen advancements in technology that may have negative effects on any aspects of the Client's site or system.

### CMS Content Management Systems

46. CMS Content Management Systems websites are delivered in an agreed working order. Any changes to the working files or configuration of the CMS that are done by a third party to Very Graphic Design are the responsibility of the site owner.
47. Web sites are built using the latest software available at the time. All website terms and conditions also apply to CMS.
48. Very Graphic Design does not hold responsibility for any content posted on the client's website. Any changes to the CMS after delivery will be charged accordingly. Any repercussions of the advancements in the CMS or server/hosting technology are not the responsibility of Very Graphic Design.
49. Very Graphic Design does not hold any responsibility for misuse of the CMS or website.
50. Very Graphic Design does not back up web site content and cannot be held liable for partial or complete loss of data. It is the Client's responsibility to back up their web site.

#### Force Majeure

51. Very Graphic Design shall not be liable for any failure or delay in supply or delivery of Artwork or services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Very Graphic Design including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

#### Amendments to these Terms and Conditions

52. All and any amendments to the Terms and Conditions outlined in this submission must be provided in writing and signed by an authorised representative of Very Graphic Design prior to the commencement of work.