

Terms & Conditions

Graphics Overflow Pty Ltd ABN 84 609 105 115

General

These terms and conditions are incorporated into any contracts and transactions between The Client and Graphics Overflow Pty Ltd.

Definitions

“Agreement” The entire content of this Terms and Conditions document.

“Client Content” All materials, information, photography, writings and other creative content provided by The Client for use in the preparation of and/or incorporation in the Deliverables.

“Deliverables” The services and work product specified for the project, to be delivered by The Designer to The Client.

“Services” All services and work product to be provided to The Client by The Designer as described and further defined in the project.

Commencement Of Work

By agreeing to work with, and submission of a design brief or work request to Graphics Overflow Pty Ltd (“The Designer”) by you (“The Client”) constitutes agreement to these Terms and Conditions. It is not necessary for The Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Approval Of Final Artwork

The Client shall be responsible for final proofreading and in the event that The Client has approved Deliverables but errors, such as, by way of example, not limitation, typographical errors, misspellings, or incorrect information, remains in the finished product, The Client shall incur the cost of correcting such errors. The Designer will not be liable to incur the cost of refund or reprinting. Email verification from The Client shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation.

Fees

It is agreed that the fee for Services shall be the cost estimates provided to The Client by The Designer, unless work undertaken exceeds work outlined. If work undertaken exceeds the work outlined, The Client agrees to pay appropriate fees for the excess Services, outside the scope of the original agreement. Wherever possible The Client will be notified of increases in the scope of the project. All additional costs will be added to the final invoice. If a project extends 30 days past the commencement date, The Designer reserves the right to issue The Client with a ‘progress payment’ invoice. Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payments And Accounts

All invoices are to be paid in full within 14 days after the date of invoice. A monthly service charge of 5% is payable on all overdue balances. An account shall be considered in default if it remains unpaid or not paid in full for 21 days after the date of invoice, or The Client has stated expressly that they do not intend to pay an invoice issued by The Designer. If an account is in default, The Designer shall at its sole discretion suspend any and all services provided to The Client by The Designer (including but not limited to designed files, concepts, artwork, and email). The Designer reserves the right to withhold any delivery and/or transfer of ownership and copyright of any current work and services. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, fees, charges or the cost of charges. Suspension of such services does not relieve The Client of its obligation to pay the due amount. The Designer accepts no liability or responsibility for loss of income or damage to The Client as a result of non-payment and The Client will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

Print - Colour Variations

Due to the nature of CMYK printing and bulk-run printing systems, colours may vary between preliminary artwork and the Deliverables and between Deliverables from day to day. The Designer will not reprint for colour or shade discrepancies at the expense of The Designer.

Web Browsers

The Designer makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers. The Client agrees that The Designer cannot guarantee correct functionality with all browser software across different operating systems.

Design Credit

The Client agrees to allow The Designer to showcase any/all work created in the course of a project as part of The Designer’s portfolio, if not expressly objected to in writing. The Designer acknowledges the confidential nature of projects and agrees to only display project work once the product has been publicly launched/commences. A link to The Designer will appear in either small type or by a small graphic at the bottom of the Client’s website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in The Designer’s portfolio.

Force Majeure

The Designer shall not be liable for any failure or delay in supply or delivery of products/services

where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of The Designer 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, acts of terrorism, death, illness or incapacity of The Designer or any other event beyond The Designer’s control.

Warranties And Representations

The Designer shall retain full ownership of design concepts and materials it produces. Once the Deliverables is received by The Client and full payment is received, complete ownership rights of the Deliverables transfer to The Client. The Client represents, warrants and covenants to The Designer that The Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content and to the best of The Clients knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the project does not and will not violate the rights of any third parties.

The Designer hereby represents, warrants and covenants to The Client that The Designer will provide the services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. The Designer further represents, warrants and covenants to The Client that to the best of The Designers knowledge, the final art provided by The Designer does not infringe the rights of any third party and use of same in connection with the project will not violate the rights of any third parties.

Amendments To These Terms And Conditions

All and any amendments to the terms and conditions must be provided in writing by The Client and signed by an authorised representative of The Designer prior to the commencement of work. Written communications may take the form of letters, formal documents or emails.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be removed and shall no longer form part of the Agreement.

Headings

Headings are for convenient reference only and shall not affect the interpretation of the Agreement nor shall such headings be given any legal effect.