Below is Graphic Design Australia Pty Ltd t/as Gold Coast Graphic Design 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 Graphic Design Australia Pty Ltd you agree to our Terms and Conditions and you are aware that you are entering a binding contract - payment is required.**

**Terms and Conditions**

**Graphic Design Australia Pty Ltd t/as Gold Coast 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 Graphic Design Australia Pty Ltd t/as Gold Coast Graphic Design, its contractors, subcontractors and employees (the Company) 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 the Company 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 the Company.

3. These Terms and Conditions apply to the Company and all of its contractors and subsidiaries.

Original Visual Brief, Variations and Guarantee

4. The Company and the Client will attend an initial consultation at no charge to the Client. This can be held via phone or in person. A (Visual Brief) will be constructed through the collection of logos and designs. 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. The Company does not offer a set number of revisions to logo Artwork under the original Visual Brief.

* 1. The Company will not charge for additional revisions of logo Artwork provided that the Client’s requests for revision conform to the original Visual 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 current hourly rate, billed in 15 minute increments. All prices exclude GST. Additional expenses will be charged accordingly.

Quotations

8. Quotations are generated by the Company on the basis of the Visual 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. The Company 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 the Company, an invoice will be generated and delivered to client via email and payment is expected. By remitting deposit funds to the Company, the Client is accepting the Terms and Conditions and entering a contract with the Company.

10. If a deposit is not requested, the Client is considered to accept the Terms and Conditions upon request of services/work from the Company.

11. The Company will invoice the Client for the remaining cost of the Artwork and associated services prior to the commencement of web site construction or printing. The Company reserves the right to not proceed with these services until payment has been received in full from the Client.

12. The Company 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. The Company 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 the Company at its discretion. All payment plans must be agreed to both parties in writing.

15. All prices quoted on the Company’s web site and advertising material include delivery and exclude GST.

16. All payments are to be made within 30 days of invoicing.

17. The Company 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. The Company reserves the right to delete web sites with accounts more than 90 days outstanding payment.

Cancellation and Variation Policy

19. The Company reserves the right to charge additional costs if the Client requests amendments to the original Visual Brief, the original project outcome is altered or further Artwork is requested – refer clause (5).

20. If the Client requests the cancellation of a Contract, The Company 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 the Company to the Client for the difference.

21. The Company 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. The Company 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 the Company 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. Printout of Client proof is supplied at intended final print size (100%) to assist in confirming colours, design, bleed, size and type.

b. The Client is solely responsible for obtaining all necessary legal advice, approvals, and clearances for the design, including but not limited to the correct and legal use of logos, text, images, and any other content. This includes compliance with any applicable laws, regulations, and industry standards, as well as adherence to brand guidelines and legal layout requirements (e.g., packaging design, product labeling, etc.).

The Designer shall not be held liable for any issues arising from the use of content provided by the Client, including but not limited to copyright infringement, trademark violations, or non-compliance with legal requirements. The Client agrees to indemnify and hold the Designer harmless from any claims, damages, or legal actions resulting from the use of such content.

Furthermore, the Client is responsible for ensuring that all content provided to the Designer does not infringe on the intellectual property rights of any third party. The Designer will not be liable for any claims related to intellectual property infringement if the content was supplied by the Client.

**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 the Company is not responsible for Artwork mistakes. The Company 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. The Company 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 the Company. 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 the Company 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. The Company 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.

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.

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. The Company 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 the Company 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 the Company to place websites and other designs, along with a link to the Client's site on the Company’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, the Company will provide the Client with opportunity to review the resulting work. The Company 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. The Company can be notified of any minor requested changes by e-mail. The Company 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. The Company 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. The Company 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. Relating to clause (25), the Company 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**

40. 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.

41. 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

42. The Company does not provide the following services: Domain names, Hosting and registration, SSL certificates, Email addresses, Email hosting, Setup of email addresses, Emails errors of any kind and Email Signatures

43. The Company holds no responsibility if your email addresses are targeted with spam as it is outside of our control. The Company holds no responsibility if the Client’s email account details are attained and used to send spam or malicious material.

44. The Company build and design websites to the best of their knowledge at the time of completion. The Company cannot take responsibility if the Client’s site is "hacked". The Company does not provide software updates or take responsibility if the software used becomes out of date and obsolete. The Company 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**

45. 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 The Company are the responsibility of the site owner.

46. Web sites are built using the latest software available at the time. All website terms and conditions also apply to CMS.

47. The Company 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 responsibly of The Company.

48. The Company does not hold any responsibility for misuse of the CMS or website.

49. The Company 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

50. The Company 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 the Company 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**

51. 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 The Company prior to the commencement of work.

**Use of Emerging Technologies**

52. The Designer may use various emerging technologies, including but not limited to artificial intelligence (AI), machine learning, and other automated tools, in the creation of designs, ideas, images, writing, content, logos, and other materials (hereinafter referred to as "Deliverables").

Due to the evolving nature of these technologies, the Designer cannot guarantee that Deliverables produced using such technologies will be free from potential intellectual property claims, legal issues, or ethical concerns. The Client acknowledges that the use of emerging technologies, including AI, may involve risks related to originality, ownership, and compliance with existing and future legal standards.

The Client agrees to assume full responsibility for the review, approval, and legal compliance of all Deliverables generated using emerging technologies. The Designer shall not be held liable for any claims, damages, or legal actions arising from the use of Deliverables created using emerging technologies, including AI. The Client agrees to indemnify and hold the Designer harmless from any such claims or actions. The Client is encouraged to seek independent legal advice.