



# Terms and Conditions

By agreeing to engage Caintech to provide design or printing services, the client accepts that this forms an agreement with Caintech and the following terms and conditions apply.

## 1. Definitions

For the purpose of this agreement:

- "Caintech" shall mean Caintech Design, registered business name BN21212329 of Caintech Installation Pty Ltd ACN 104893834.
- "client" shall mean the company, business or individual seeking design or printing services from Caintech.
- "services" shall mean any design or printing services supplied by Caintech.

## 2. Payments

The client agrees that:

- a. Full payment for services provided by Caintech is payable by EFT (Electronic Funds Transfer) or cheque, within the payment terms noted on the client's invoice.
- b. The services shall remain the property of Caintech until full payment is made.
- c. In the event that full payment is not made within the invoice terms, Caintech reserves the right to remove, reclaim or retain the services until payment is made.

## 3. Approvals, Changes and Review

- a. Artwork and Printing
  - i. Whilst every care is taken in checking proofs, it is expressly understood that Caintech accepts no responsibility for any errors overlooked in the clients' own final proof reading.
  - ii. Two (2) changes to proofs are accepted before additional charges are applied.
  - iii. Approval of proofs will be accepted by fax or email only.
  - iv. Caintech will not be held responsible for any changes or alterations made after the client has approved a proof for printing.
- b. Websites
  - i. All website text and photo/images are to be proofed by the client within seven (7) days of a published site.
  - ii. Any structural change requests will be considered additional work and will be billed accordingly.
  - iii. Any extra page requests in addition to the original brief, will be considered additional work and will be billed accordingly.
  - iv. After publishing and client approval, all changes and updates not included in the original brief will be considered additional work and will be billed accordingly.
  - v. Changes made to the clients' website by a third party, must be advised to Caintech, by email within seven (7) days of uploading to ensure local files are kept updated.



#### **4. Copyright, Licensing and Credit**

##### **a. Websites**

i. All proposed website text and photos/images are to be supplied by the client. Caintech will not take responsibility for any copyright infringements caused by materials supplied by the client. In the event that the client is unable to supply text and/or photos/images, Caintech will provide suitable text and/or stock photos/images at an additional cost, with the understanding and agreement that:

- The client is responsible for proofing all text supplied by Caintech and advising changes within seven (7) days of a published site,
- The client is liable for any copyright infringements attaining to text and/or photos/images used by Caintech on the client's website,
- The licence for any stock photo/images used on the client's website belongs to, and remains the property of Caintech with the client listed as the end user,
- Any stock photo/images supplied by Caintech for use on the client's website is not to be reproduced or copied without the expressed written consent of Caintech.

ii. All website coding used on the client's website is used under licence by Caintech and is not to be reproduced or copied without the expressed written consent of Caintech.

iii. Caintech reserves the right to display an image of the client's website on the Caintech website claiming design credit.

##### **b. Design**

i. Any design work supplied by Caintech containing stock photos/images remains licensed to Caintech, with the client listed as the end user and are not to be reproduced or copied without the expressed written consent of Caintech.

ii. Caintech reserves the right to display an image of design work performed for the client on the Caintech website claiming design credit.

#### **5. General**

a. All websites will retain a discreet web design link to the Caintech website in the footer unless otherwise agreed.

b. Caintech will endeavour to provide the service for the client within an agreed time frame, however, Caintech will not be liable for any loss or expense arising if a failure or delay in the delivery of the services occurs.

c. If any of the provisions in the terms and conditions are found to be invalid or unenforceable, the remaining provisions shall stand unaffected.