



# Client Terms and Conditions

## 1. INTRODUCTION

### 1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between a Company and Customer for the supply of goods and/or services by the Company to the Customer.

These Terms and Conditions may be amended from time without notice to the Customer. The Terms and Conditions which apply will be those current at the date of the quotation, estimation and/or proposal of work to be undertaken by the Company for the Customer.

### 1.2 Interpretation

In these Terms and Conditions:

"Additional Work" includes all work undertaken by the Company as a consequence of the customer's variation, alteration or modification of its instructions in relation to the Order;

"Business Day" means a day on which banks are open for general banking business in the State or Territory in which the Company's premises are located;

"Company" means Scott Printers Pty Ltd and any of its duly authorised officers, agents, employees and representatives;

"Company's Charge" refers in each case to the standard or usual fee charged by the Company from time to time in respect of the Order;

"Customer" means the Customer or any person acting on behalf and with the apparent authority of the Customer;

"Estimate" means the estimate referred to in sub-clause 2.1(b) (as amended in accordance with clause 2.4);

"Freight Costs and Charge" includes all costs and expenses incurred by the Company in removing the Goods from its premises, whether by way of actual or attempted delivery to the customer or otherwise;

"Goods and/or Services" means all present and after acquired goods produced by the Company, and or related services, applied by the Company under an Order, including but not limited to any materials, advice, and or recommendations;

"GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"Interest Rate" means a rate 2% higher than the Cash Target Rate as fixed by the Reserve Bank of Australia;

"Invoice" means a tax invoice for goods and/or services supplied by the Company to the Customer;

"Order" means the work required to be done in order to fulfil the customer's instructions;

"Preliminary Work" means any and all work performed by the Company at the customer's express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of the Company at the time when the Company supplied the Estimate;

"Quote" means the quote described in clause 2.1.

### 1.3 General

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause is a reference to a clause of these Terms and Conditions;
- (c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

### 1.4 Headings

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

### 1.5 Business Day

If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing:

- (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- (b) in all other cases, may be done on the next Business Day.



# Client Terms and Conditions

## 2. QUOTES

### 2.1 Company to supply quote

The Company may, if requested by the Customer, give the customer a quote specifying:

- (a) the work required to be done in order to fulfill the customer's instructions; and
- (b) an estimate of the Company's charge for the performance of such work.

### 2.2 Acceptance by Customer

Where the Company has given the customer a Quote:

- (a) The Company need not commence work until the Quote has been accepted by the customer.
- (b) The Customer may accept the Quote by instructing (orally or in writing) the Company to commence work.
- (c) Quotes are valid for 30 days from the date of issue. Following that period, the Company reserves the right to re-price the quote.
- (d) Acceptance by the customer of the Quote, whether express or implied, will constitute acceptance by the customer of these Terms and Conditions.

### 2.3 Quote evidence of instructions

If the Quote is accepted by the customer, the subject of the quote (the work) shall be carried out and the customer shall pay for the work in accordance with the Quote and these Terms and Conditions.

### 2.4 Company may revise Estimate

The Company may amend the Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order and the Company shall notify the customer of such amendment as soon as practicable thereafter. Upon the Company giving the customer notification of such amendment such amended estimate shall be and be deemed to be the Estimate for the purposes of these Terms and Conditions.

## 3. CHARGES

### 3.1 Invoice

Subject to clause 5.3, when the Order has been completed, the Company will issue an invoice to the

customer for the amount of the Estimate or, if no Estimate was made, for an amount representing the Company's Charge for the work done in filling the Order, and for any of the other charges specified in clause 3.2, or related correspondence with the Customer.

### 3.2 Additional Charges

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing the Company's Charge for the work done, the Company may charge to the customer:

- (a) fees for any preliminary work performed at the customer's request;
- (b) fees for additional work required to be done as a result of the customer changing his, her or its instructions;
- (c) fees for having to work from poor copy;
- (d) fees for work which involves tables or foreign language and which was not notified to the Company before the Quote was prepared;
- (e) fees for additional work required to be done as a result of author's corrections, including repagination or reformatting;
- (f) fees and other charges for work required to be done urgently, including any overtime costs;
- (g) fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;
- (h) fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, film, bromides, artwork or any document including computer files supplied for the purposes of the Order by the customer;
- (i) freight costs and charges;
- (j) Company's pricing may be revised subject to fluctuations in material costs and currency exchange;
- (k) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

### 3.3 Carbon Tax

Carbon Clause - The Company has the sole discretion to increase pricing where there is an increase in its direct cost of supplying its products and services



## Client Terms and Conditions

arising from any legislative requirement which may be imposed on the emission of greenhouse gases or which introduces a 'carbon tax' or emissions trading scheme, including a requirement to purchase or surrender permits, or to pay any tax or other charge, levied or assessed for the purpose of reducing, or reducing the growth of, the emission of greenhouse gases. In this clause, direct cost means an increase to: outgoing costs which are actually incurred by the Contractor, in its supply of the Goods and/or Services, exclusive of profit, overheads or any other mark-up whatsoever.

### 3.4 Under/Over supplies

- (a) The customer acknowledges that whilst the Company will make every endeavour to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced may be 10% over or under the number specified in the Order ("a discrepancy").
- (b) Where a discrepancy occurs the Company will adjust the amount charged to the customer for the Order a pro rata amount to reflect the actual number of items produced."

## 4. DELIVERY

### 4.1 Notification

The Company shall notify the customer when the Goods are ready for collection.

### 4.2 Collection

The customer must collect the Goods from the Company's premises upon being notified by the Company that the Goods are ready for collection. If the Company agrees to deliver the Goods the customer shall bear all freight costs and charges of such delivery.

### 4.3 Rejection

Subject to clause 7.1 the customer may only reject the Goods if they do not comply with the customer's instructions. If the customer wishes to reject the Goods, the customer must notify the Company of the rejection:

- (a) if the Company agrees to deliver the Goods to the customer's premises –within 7 days of delivery (or such other time as is mutually agreed);
- (b) otherwise - within 7 days of notification that

the Goods are ready for collection (or such other time as is mutually agreed).

### 4.4 Risk

The risk in the Goods passes to the customer:

- (a) if the Company delivers the Goods to the customer's premises - at the time of delivery;
- (b) otherwise - at the time the Company notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to the Company at the time the customer notifies the Company that the Goods are rejected.

The Company shall not be liable for insurance, freight or loss or damage to Goods or Services in transit incurred in delivery or which have been left at the Company's premises.

If a Customer leaves property in the Company's possession for more than 6 months, the Company may dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

## 5. PAYMENT

### 5.1 Time for payment

The customer must, within 30 days from the date of the Company's invoice, pay to the Company the total amount set out in the invoice.

### 5.2 Method of payment

Payment for the Order is to be made by the customer by cash, cheque, credit or any other form of payment as agreed by the Company and the customer. Unless otherwise stated, all payment shall be in Australian Dollars.

### 5.3 Credit card fees

A credit card or merchant fee may be charged on amounts paid by credit card.

### 5.4 Interest

The Company may charge interest at the Interest Rate on amounts not paid within the time specified in clause 5.1.



## Client Terms and Conditions

### 5.5 Advance and progress payments

- (a) The Company may issue an invoice for the amount of the Estimate before commencing the Order where the Company has not previously carried out work for the customer or where the Company considers it otherwise prudent to do so;
- (b) The Company may, in the event that the Company is of the view that completing the Order will take more than a month, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at the Company's discretion) and require that proportion of the Estimate to be paid in advance of any further work being done.
- (c) If the Order is suspended for more than 30 days at the request of the customer or as a result of something for which the customer is responsible, the Company may issue an invoice for a particular sum (to be specified by the Company) for the work already done and for other costs incurred by the Company (such as storage costs).

## 6. NON-PAYMENT

### 6.1 Damages

The customer must pay to the Company any costs, expenses or losses incurred by the Company as a result of the customer's failure to pay to the Company all sums outstanding from the customer to the Company (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

### 6.2 Retention of title

- (a) Until the customer has paid all amounts outstanding in relation to the Goods and any other goods supplied by the Company to the customer, title and property in the Goods shall not pass from the Company to the customer.
- (b) If the Goods are in the customer's possession, the customer shall hold the Goods as trustee for the Company and must store the Goods so that they are clearly identifiable as the property of the Company.

- (c) The Company may call for and recover possession of the Goods (for which purposes the Company's employees or agents may enter the customer's premises and take possession of the Goods without liability to the customer) and the customer must deliver the Goods to the Company if so directed by the Company.
- (d) The customer may, in the ordinary course of the customer's business, sell the Goods to a third party but:
  - (i) the proceeds of sale to the third party shall be held by the customer as trustee for the Company and the customer shall account to the Company for those sums; and
  - (ii) if the Company requires, the customer shall assign to the Company the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

### 6.3 General lien

The Company shall, in respect of all sums owed by the customer to the Company hereunder, have a general lien on all property of the customer in the Company's possession and may, after 14 days' notice to the customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of the customer's property held by the Company as aforesaid enjoys copyright protection in favour of the customer, the customer hereby grants to the Company a licence to exercise the rights conferred on the Company under this clause.

## 7. LIABILITY

### 7.1 Proofs

If the Company submits to the customer a proof of the Goods the Company will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected by the customer before the Order was completed.

### 7.2 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and



## Client Terms and Conditions

Conditions and there are rights and remedies conferred on the customer in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

### 7.3 Australian Consumer Law

The Company acknowledges that the Australian Consumer Law provides guarantees in relation to the supply of goods and services. The liability for any failure to comply with such guarantees is limited to:

- (1) In the case of goods, any one of the following:
  - a. The replacement of the Goods or the supply of equivalent goods;
  - b. The repair of the Goods;
  - c. Payment equivalent to the cost of replacing the Goods; or
  - d. Payment equivalent to the cost of repairing the Goods.
- (2) In the case of Services:
  - a. Supplying the services again; or
  - b. Payment equivalent to the cost of having the Services supplied again.

### 7.4 Disclaimer of Liability

The Company disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Company for a breach of a Non-excludable Right is limited, at the Company's option, to the supplying of the Goods and/or any services again or payment of the cost of having the Goods and/or any services supplied again.

### 7.5 Indirect losses

Notwithstanding any other provision of these Terms and Conditions, the Company is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:

- (a) any increased costs or expenses;

- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company's failure to complete or delay in completing the Order or to deliver the Goods.

### 7.6 Electronic data

Without limiting the generality of the foregoing clauses, the Company will not be liable to the customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to the Company.

### 7.7 Customer's property

Subject to clause 7.5, the Company will not be liable for the damage, loss or destruction of any property of the customer in the Company's possession unless the loss or damage is due to the failure of the Company to exercise due care and skill in handling or storing the property.

### 7.8 Force Majeure

The Company will have no liability to the customer in relation to any loss, damage or expense caused by the Company's failure to complete the Order or to deliver the Goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Company's normal suppliers to supply necessary materials or any other matter beyond the Company's control.

## 8. GENERAL MATTERS

### 8.1 Alterations to style etc

If, before the Quote is prepared, the customer does not give the Company specific instructions in relation to style, type or layout:

- (a) the Company may use any style, type and layout which, in the Company's opinion, is appropriate; and
- (b) the Company may charge an additional amount for any additional work required to be done (including the production of additional



# Client Terms and Conditions

proofs) as a result of the customer subsequently altering the style, type or layout used by the Company.

## 8.2 Outside work

If the Company has to obtain goods (including typefaces, bromides, film, plates, ornaments or artwork) and/or services not normally stocked or supplied by the Company from a third party in order to carry out the customer's instructions:

- (a) The Company will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of such goods and/or services.
- (b) The Company acquires such goods and/or services as agent for the customer and not as principal and will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party.
- (c) The customer must pay for such goods and/or services.
- (d) Property in any such goods obtained from a third party and incorporated into the Goods passes to the Company at the time of incorporation.

## 8.3 Material supplied by customer

If the Company and the customer agree that the customer is responsible for supplying materials or equipment for the purposes of the Order:

- (a) The customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by the Company.
- (b) The Company will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking.
- (c) The Company will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by the customer.
- (d) Property in any materials supplied by the customer and incorporated into the Goods passes to the Company at the time of incorporation.

## 8.4 Property left with Company

If the customer leaves property in the Company's possession without specific instructions as to what is to be done with it, the Company may, 6 months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

## 8.5 Responsibility to insure

The Company has no obligation to insure any property of the customer in the Company's possession. The customer must pay the cost of any insurance arranged by the Company at the request of the customer.

## 8.6 Ancillary materials

Unless the Company and customer agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs, or other media or data and other material produced by the Company in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of the Company.

## 8.7 Copyright

- (a) Copyright in all artistic and literary works authored by the Company shall be the property of the Company.
- (b) The customer:
  - (i) warrants that the customer has copyright in or a licence to authorise the Company to reproduce, all artistic and literary works supplied by the customer to the Company for the purposes of the Order and the customer hereby expressly authorises the Company to reproduce all and any of such works for the purposes aforesaid;
  - (ii) hereby indemnifies and agrees to keep indemnified the Company against all liability, losses or expenses incurred by the Company in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied as aforesaid; and





## Client Terms and Conditions

- (c) The customer is hereby granted a non-exclusive license to use the copyright in any literary and/or artistic works authored by the Company for the purposes of the Order. However the exercise of such licence shall be conditional upon the Company having received all monies due to the Company under these Terms and Conditions.

### 8.8 Ideas

The customer must keep confidential and not use any ideas communicated by the Company to the customer without the Company's written consent.

### 8.9 Electronic/magnetic media

All disks, tapes, compact disks or other media (other than media supplied by the customer) used by the Company to store data for the purposes of completing the Order are the property of the Company. The customer cannot require the Company to supply to the customer any data so stored. In the event that the Company does supply any data so stored or created the Company may charge for supplying such data to the customer.

### 8.10 Storage of electronic data

The Company will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If the Company agrees to store such data, the Company may charge for doing so.

### 8.11 Immediate Termination

In the event that:

1. the Customer becomes insolvent (within the meaning of the Corporations Act 2001) or makes any voluntary arrangement with its creditors, or
2. a petition is presented or a resolution is passed to wind up the Customer (other than for the purposes of reconstruction or amalgamation as a solvent company), or
3. a receiver or other external administrator is appointed over the whole or any part of the assets of the Customer, or
4. the Customer shall otherwise cease trading, or
5. any distress, writ of execution or other process is levied or enforced against any property of the Customer;

then in any such event the Company shall (without prejudice to any other right or remedy available to it) be entitled to terminate or cancel any contract between itself and the Customer or suspend any further deliveries of the Project or Goods and/or Services without any liability to the Customer and if any materials or Goods and/or Services have been delivered or supplied but not paid for, the price of such materials and Goods and/or Services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

### 8.12 No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### 8.13 Copyright

(a) Copyright in all artistic and literary works authored by the Company shall be the property of the Company. 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.

(b) The Customer:

- (i) warrants that the Customer has copyright in or a licence to authorise the Company to reproduce, all artistic and literary works supplied by the Customer to the Company for the purposes of the Order and the Customer hereby expressly authorises the Company to reproduce all and any of such works for the purposes aforesaid;
- (ii) hereby indemnifies and agrees to keep indemnified the Company against all liability, losses or expenses incurred by the Company in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied as aforesaid; and



# Client Terms and Conditions

(c) The Customer is hereby granted a non-exclusive licence to use the copyright in any literary and/or artistic works authored by the Company for the purposes of the Order. However, the exercise of such licence shall be conditional upon the Company having received all monies due to the Company under these Terms and Conditions.

## 8.14 Trim and bleed

Trim and bleed of 3mm is the allowable tolerance for commercial cut sheet printing jobs. A print job is commercially acceptable if within this tolerance.

## 8.15 Confidentiality

The Customer must keep confidential and must not (without the Company's written consent) use any ideas, systems or processes, intellectual property communicated or made available by the Company to the Customer.

## 8.16 Severability

Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

## 8.17 Governing law and jurisdiction

These Terms and Conditions are governed by the law in force in the State or Territory in which the Company's premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.

## 9. GOODS AND SERVICES TAX

### 9.1 All amounts are GST inclusive amounts

Unless otherwise stated, all amounts expressed or described in these Terms and Conditions are GST inclusive.

### 9.2 Out of pocket expenses are GST inclusive

All out of pocket expenses referred to in these Terms and Conditions are GST inclusive.

### 9.3 Company to assist Customer

The Company will do all things reasonably available to it to assist the customer to claim on a timely basis any input tax credits (if any) the customer may be entitled to claim for any acquisition of goods and services from the Company. This includes the Company maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under these Terms and Conditions on a timely basis as reasonably requested by the customer.

## 10. PERSONAL PROPERTY SECURITIES ACT

### 10.1 Security Interest

The customer acknowledges and agrees that:

- (a) these Terms and Conditions give rise to a security interest and constitute a security agreement for the purposes of the Personal Property Securities Act 2010; and
- (b) the security interest is taken in all Goods previously supplied by the Company to the customer (if any) and all Goods that will be supplied in the future by the Company to the customer during the continuance of the parties' relationship.

### 10.2 Undertaking

The customer undertakes to:

- (a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Company may reasonably require to register a financing statement on the Personal Property Securities Register;
- (b) reimburse the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
- (c) give the Company not less than 14 days' prior written notice of any proposed change in the customer's name and/or any other change in the customer's details.





# Client Terms and Conditions

## 10.3 Verification Statement

The customer waives any rights to receive notice of any verification statement issued under the Personal Properties Securities Act.

## 11. GRAPHIC DESIGN

### 11.3 Payment

1. 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.
2. If a deposit is not requested, the Client is considered to accept the Terms and Conditions upon request of services/work from the Company.
3. The Company reserves the right to not proceed with these services until payment has been received in full from the Client.
4. The Company reserves the right to invoice if the Client has been uncontactable / unresponsive for more than 30 days.
5. The Company reserves the right to invoice for work completed if the project exceeds 60 days.
6. Working Files and Templates: Working files are not included unless otherwise quoted. If the client requests the working files to be supplied, they will be charged at 20% of total design cost (minimum of \$100 for jobs up to \$500). Fonts carry individual copyright licensing terms and at no point may fonts be supplied to the client for any reason that may breach copyright or licensing terms.

### 11.4 Cancellation and Variation Policy

1. 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.
2. 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.

3. 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.

### 11.4 Approving Proofs/ Designs/Printing

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.

### 11.5 Web Site Design

1. 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.
2. 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.

### 11.6 Technological advancements

1. 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.
2. 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.



## *Client Terms and Conditions*

### *11.7 CMS Content Management Systems*

1. 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.
2. Web sites are built using the latest software available at the time. All website terms and conditions also apply to CMS.
3. 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 responsibility of The Company.
4. The Company does not hold any responsibility for misuse of the CMS or website.
5. 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.