Terms and Conditions

Headfudge Design Ltd – Branding, Brand Strategy, Graphic Design, Website & Digital Design

Version 1.2 | Effective from 16th November 2026

These terms apply to all services supplied by Headfudge Design Ltd.

1. About These Terms

1.1 These Terms and Conditions (the "Terms") apply to all work carried out by Headfudge Design Ltd of New Forest Enterprise Centre, Chapel Lane, Totton, Southampton, Hampshire SO40 9LA, Company No. 06381291, registered in England and Wales (the "Agency", "we", "us") for the person or business named in the accompanying quote, proposal or order form (the "Client", "you"). Our services are supplied to business customers only.

1.2 Together, the quote or proposal, Client Services Agreement (including Schedule A), any agreed project brief and these Terms and Conditions form the contract between us (the "Agreement"). If there is any conflict, the order of priority is: Schedule A, the quote/proposal, then the Terms and Conditions.

1.3 The Agreement is formed when you sign or accept the quote or proposal in writing (including by email), or when you pay a deposit or invoice, whichever happens first.

1.4 No changes to the Agreement are valid unless agreed in writing by both parties. Any terms you issue (for example on a purchase order) do not apply.

2. Definitions

- **Deliverables**: the work product we produce for you, such as logos, brand guidelines, design files, web pages, code, documents and other materials listed in the quote or proposal.
- **Project Scope**: the services, deliverables, number of pages or assets and any other specifications set out in the quote, proposal or brief.
- **Fees**: the charges set out in the quote or proposal, plus any additional charges arising under these Terms.
- **Revision Round**: has the meaning given in clause 6.
- **Third-Party Costs**: costs paid to external suppliers on your behalf, such as domain names, hosting, plugins, stock imagery, fonts, printing and licences.

3. Our Services and Project Scope

3.1 We will provide the services described in the Project Scope with reasonable care and skill.

3.2 Quotes are valid for 30 days from the date issued, unless stated otherwise. We may revise a quote if the brief changes or if it is not accepted within that time.

3.3 Any work outside the Project Scope is a change request and is dealt with under clause 7.

3.4 Estimated timescales are given in good faith but are not guaranteed, and time is not of the essence. Delivery dates depend on you supplying feedback, content and approvals promptly.

3.5 We may occasionally use freelancers or subcontractors to deliver certain parts of the work if required. We remain responsible for their work under the Agreement.

4. Client Responsibilities

4.1 You agree to:

- provide a clear brief and all information, content, images, logos and access credentials we reasonably need, in a usable format and on time;
- give consolidated feedback and approvals within 5 working days of each request, or within any other period agreed;
- nominate one person with authority to give feedback and approvals on your behalf; and
- check all Deliverables carefully, including spelling, pricing, contact details and legal wording, before giving final approval.

4.2 If you do not provide material, feedback or approvals on time, project dates may move and we may reschedule the work around other commitments. If a project is paused by you for more than 30 days, we may invoice for work completed to date and charge a re-start admin fee, charged at our hourly rate for re-scheduling time, if we need to re-book the project.

4.3 You are responsible for the accuracy and legality of all content you supply and for ensuring you have the right to use it (see clause 11).

5. Fees and Payment Terms

5.1 **Payment terms.** Unless the quote states otherwise, all invoices are payable in full within **14 days** of the invoice date, in cleared funds, by the method stated on the invoice.

5.2 **Deposit and staged payments.** Unless the table below or the quote states otherwise, we require a non-refundable deposit of 50% of the Fees before work begins. The deposit secures your project slot and covers initial research and concept work. The balance is invoiced either on completion or at the milestones set out in the quote. Work will not begin until any deposit due is received.

Payment is structured according to the value of the project, as follows:

Project value	**Payment structure**
Under £1,000	**Full payment** (100%) invoiced on completion, due before final files are delivered or the site is launched/transferred.
£1,000 – £5,000	**50% deposit** invoiced before work begins. Remaining **50% balance** invoiced on completion, due before final files are delivered or the site is launched/transferred.
Over £5,000	Payment in three stages: 1. **50%** deposit before work begins 2. **30%** at the agreed midpoint/design approval milestone 3. **20%** on completion, due before final files are delivered or the site is launched/transferred.

5.3 **Handover only after payment.** We will not release, hand over or transfer final Deliverables, documents, login details or ownership of any account, and we will not launch or make live any website, until all invoices relating to the project have been paid in full and cleared. Preview or proofing material may be shared before payment, but this is for review only (see clause 11.3).

5.4 **VAT.** All Fees are exclusive of VAT, which will be added at the prevailing rate where applicable.

5.5 **Third-Party Costs.** Third-Party Costs, such as stock images, fonts, printing, website hosting and domain purchases, are charged in addition to the Fees unless the quote says they are included. We will seek your approval before committing to any significant Third-Party Cost. Where a service is purchased in your name, you are bound by that supplier's terms.

5.6 **Late payment.** If an invoice is not paid by its due date, we may:

- charge statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% per year above the Bank of England base rate, plus fixed-sum compensation for debt recovery costs;
- suspend all work and withhold Deliverables, launch dates, hosting and support until payment is received; and
- recover reasonable costs of collecting the debt, including legal and debt-recovery fees.

5.7 **Disputed invoices.** If you dispute an invoice, you must tell us in writing within 7 days of receipt, giving reasons. You must still pay any undisputed part by the due date.

5.8 **No set-off.** You may not withhold or deduct payment because of a claim or dispute unless the law requires it.

5.9 **Expenses.** Pre-agreed travel and other expenses are charged at cost.

6. Revisions and Client Amendments

6.1 **Included revisions.** The Fees include **two (2) Revision Rounds** of minimal, reasonable amendments relevant to the Project Scope. This applies to each Deliverable or stage unless the quote states a different structure (for example, separately for the logo stage and for the website design stage).

6.2 **What is a Revision Round?** A Revision Round is one single, consolidated set of written feedback covering all changes you want to a Deliverable, supplied by your nominated contact. Feedback sent in several instalments, or from several people with conflicting views, will be treated as a single round once we begin the amendments. We recommend gathering all internal feedback before sending it to us.

6.3 **What counts as a minimal amendment?** Revisions are intended for refinement, such as adjusting colours, spacing, typography, imagery, copy placement, or tweaking layouts, within the creative direction already approved. They do not include:

- a change of creative direction, concept or style after approval of the concept stage;
- starting again, or producing new concepts or alternative routes not in the Project Scope;
- adding pages, sections, features, functionality or assets not in the Project Scope;
- changes to content or copy supplied after layouts have been approved; or
- changes needed because the brief, content or information you gave us was incomplete or has since changed.

6.4 **Additional amendments.** Once the two included Revision Rounds are used, or where amendments fall outside clause 6.3, further work is chargeable at our hourly rate, as stated in the quote/proposal,

charged in 15-minute increments. Where practical, we will give you an estimate of the time required and confirm it in writing before starting. We will not begin chargeable amendments until you approve the estimate or tell us to proceed in writing.

6.5 **Final approval.** Once you approve a Deliverable in writing (including by email), it is treated as final and accepted. Subsequent changes are chargeable under clause 6.4.

6.6 **Post-launch changes.** Amendments requested after a website has launched or final files have been delivered are chargeable at the hourly rate in clause 6.4, unless covered by a separate support or maintenance agreement or by clause 9.2.

7. Change Requests and Additional Work

7.1 If you ask for work outside the Project Scope, we will let you know the impact on Fees and timescales. The work will only go ahead once you have agreed in writing.

7.2 Unless a fixed price is agreed for additional work, it will be charged at our hourly rate (as stated on the quote/proposal).

7.3 Our hourly rate may be reviewed annually. We will give you at least 30 days' notice of any change, which will not affect work already quoted and accepted.

8. Delivery, Launch and Handover

8.1 We will deliver the final Deliverables in the file formats listed in the quote or proposal. Other formats are available on request and may be chargeable.

8.2 Subject to clause 5.3, once all invoices are paid in full we will release final files and documents, or transfer or launch the website to your chosen hosting or domain, within a reasonable time, usually 3-5 working days.

8.3 Unless agreed in writing, we do not supply working files, source files (such as layered design files or raw project files) or unused concepts. These remain our property and can be licensed or sold separately by agreement.

8.4 We will retain a copy of Deliverables for 12 months after project completion for your convenience, but we are not obliged to store or back them up after that. You are responsible for keeping your own copies.

9. Websites: Testing, Launch and Support

9.1 **Testing.** We test websites on the current versions of major browsers and devices at the time of build. We do not guarantee that a site will work correctly on older or unsupported software.

9.2 **Post-launch fixes.** If you notice a defect in the work as delivered (meaning it does not work as set out in the Project Scope), tell us in writing within **30 days** of launch and we will fix it free of charge. This period does not cover new requests, content changes, or issues caused by third-party updates, hosting changes or edits made by you or others.

9.3 **Hosting, domains and third-party services.** Unless we have agreed otherwise in writing, we are not responsible for hosting, uptime, domain renewals, email services, plugins, third-party software or the policies and pricing of other suppliers. Updates, security patches and backups are your responsibility unless covered by a separate maintenance agreement.

9.4 **Content and compliance.** You are responsible for the content on your website and for compliance with laws that apply to your business, including privacy notices, cookie consent, accessibility, consumer law and advertising rules, except where we have expressly agreed to provide a particular compliance service.

9.5 **Search engine optimisation.** Unless expressly stated in the quote, we do not guarantee any particular search engine ranking, traffic level or sales result.

10. Branding Projects

10.1 We cannot guarantee that a logo, name or brand identity is available for trade mark registration, or that it does not infringe another party's rights. Unless agreed otherwise, trade mark and domain-name searches and registrations are your responsibility, and we recommend you take independent advice before adopting a brand identity.

10.2 Where print production is included in the Project Scope, final colour appearance may differ between screens and printed materials. We are not responsible for printer errors in files you approved for production.

11. Intellectual Property

11.1 **Licence on payment; assignment on request.** Subject to full payment of all Fees and other sums owed, we grant you a perpetual licence to use the final, approved Deliverables created specifically for you, effective from the date of cleared payment. Until then, you have no rights to use the Deliverables. You may sublicense the Deliverables to contractors acting on your behalf, and the licence transfers with your business if it is sold. Unless and until assigned in accordance with this clause, the copyright and all other intellectual property rights in the Deliverables remain with us. Following cleared payment in full, you may request in writing that we assign the copyright in the final, approved Deliverables to you. Any such assignment will take effect only upon our written confirmation, signed by us. We will not unreasonably withhold or delay our confirmation. The licence is exclusive to you in respect of Deliverables created specifically for you (excluding Agency Materials and third-party materials). Copyright assignment on request will incur a small admin charge of £50 + VAT.

11.2 **What we keep.** We retain ownership of all pre-existing materials, tools, code libraries, frameworks, templates, processes, know-how and ideas we use or develop in providing the services ("Agency Materials"), as well as any working files, unused concepts and drafts. Where Agency Materials are included in a Deliverable, we grant you a perpetual, non-exclusive, non-transferable licence to use them as part of that Deliverable.

11.3 **Proofs and drafts.** Draft, preview and unpaid-for work remains our property and must not be published, copied, shared or used commercially without our written consent.

11.4 **Third-party materials.** Fonts, stock images, plugins, themes, software and other third-party materials are licensed under their suppliers' terms and may be limited in scope, duration or territory. Where we purchase licences on your behalf, we will tell you about key restrictions, and you are responsible for compliance and for renewing them if needed. Licences bought in our name are not transferable unless the licence terms allow.

11.5 **Your materials.** You keep ownership of materials you supply ("Client Materials") and grant us a licence to use them for the purposes of the Agreement. You confirm you have all rights needed to supply them and that using them as instructed will not infringe anyone else's rights. You agree to compensate us for any loss we suffer from a third-party claim that Client Materials infringe their rights.

11.6 **Portfolio and promotion.** Unless you tell us in writing before the project begins, we may display the Deliverables and describe the work in our portfolio, website, social media and marketing, and may credit ourselves on the finished work (for example, a discreet "Designed by Headfudge Design" link in a website footer). We will not disclose confidential information or unreleased material without your consent.

12. Confidentiality

12.1 Each party will keep confidential all non-public information of the other that it receives in connection with the Agreement, using it only for the purposes of the Agreement and not disclosing it except to employees, subcontractors and advisers who need to know it and are bound by equivalent confidentiality duties, or where required by law.

12.2 This clause does not apply to information that is or becomes public through no fault of the receiving party, was already lawfully known to it, or is independently developed. It continues for 3 years after the Agreement ends.

13. Data Protection

13.1 Each party will comply with the UK GDPR and the Data Protection Act 2018 where they apply to personal data handled under the Agreement.

13.2 Where we process personal data on your behalf (for example, when building forms, databases or mailing integrations), you are the controller and we are the processor. The type of data, the people it relates to, and the purpose and duration of processing are as set out in the quote/proposal, and are limited to what is needed to deliver the services. As processor, we will:

- only process the personal data on your documented instructions (including these Terms and the quote/proposal), and tell you if we believe an instruction breaks data protection law;
- not transfer the personal data outside the UK unless appropriate safeguards required by law are in place;
- make sure anyone we authorise to handle the data is bound by a duty of confidentiality;
- take appropriate technical and organisational measures to keep the data secure;
- only use sub-processors (such as hosting providers, form or email platforms, or freelancers under clause 3.5) under written terms that give the same level of protection. You authorise us to use these. We will tell you about any new sub-processor so you have the chance to object, and we remain responsible for their work;
- help you, where reasonable, to respond to requests from individuals exercising their data protection rights, and to meet your obligations on security, breach notification and data protection impact assessments;
- tell you without undue delay after becoming aware of any personal data breach affecting your data;
- delete or return the personal data at the end of the services, at your choice, unless the law requires us to keep it; and
- give you the information reasonably needed to show we are meeting these obligations, and allow reasonable audits or inspections, at your cost and with reasonable notice.

13.3 You are responsible for having a lawful basis for collecting and using personal data through your website or marketing.

13.4 Our own privacy notice, explaining how we use your information, is available on request or on our website.

14. Cancellation and Termination

14.1 **Cancellation by you.** You may cancel a project by giving 14 days' written notice. You must pay for all work done and costs committed up to the date of cancellation, including a proportionate part of the Fees for any stage in progress, and deposits are non-refundable.

14.2 **Termination by us.** We may suspend or terminate the Agreement immediately by written notice if you:

- fail to pay any sum when due;
- materially breach the Agreement and, where it can be put right, do not do so within 7 days of notice; or
- become insolvent, enter administration or liquidation, or cease to trade.

14.3 **Effect of termination.** On termination, all outstanding invoices, including for work in progress, become immediately payable. Clauses 5, 11, 12, 13, 15, 16, 17, 18 and any others intended to survive will continue to apply. Our right to withhold Deliverables until payment (clause 5.3) continues.

14.4 **Inactive projects.** If a project has had no response or progress from you for **90 days** despite reasonable reminders, we may treat it as closed and invoice for work completed. Re-starting the project may then be subject to a new quote.

15. Limitation of Liability

15.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

15.2 Subject to clause 15.1:

- we are not liable for any indirect or consequential loss, or for loss of profit, revenue, business, goodwill, anticipated savings or data, however arising; and
- our total liability to you under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, is limited to the Fees paid or payable for the project to which the claim relates.

15.3 We are not liable for losses caused by inaccurate or incomplete information or materials from you, by changes you or a third party make to the Deliverables, by the acts or failures of third-party suppliers, or by delays outside our reasonable control.

15.4 We give no warranty that a website will be uninterrupted or error-free. Statutory rights are unaffected.

16. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including illness, bereavement, fire, flood, severe weather, power or internet failure, supplier failure, government action, epidemic, strikes or cyber-attack. The affected party will notify the other promptly and use reasonable efforts to resume. If the event lasts more than 60 days, either party may terminate on written notice, and you will pay for work completed to date. This clause does not excuse any obligation to pay sums due.

17. Complaints and Dispute Resolution

17.1 If you are unhappy with any aspect of our service, please tell us in writing as soon as possible so we can try to put it right. We will acknowledge complaints within 5 working days.

17.2 The parties will first try to settle any dispute in good faith by discussion and, if necessary, by mediation, before starting court proceedings (except where urgent court action is needed to protect rights or recover unpaid sums).

18. General

18.1 **Entire agreement.** The Agreement is the entire agreement between us and replaces all earlier discussions and understandings about its subject matter.

18.2 **Severance.** If any provision is found invalid or unenforceable, the rest of the Agreement continues in effect.

18.3 **No waiver.** Failure or delay in enforcing a right is not a waiver of it.

18.4 **Third-party rights.** Nobody other than the parties has any right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

18.5 **Notices.** Notices must be in writing and sent by email or post to the address shown on the quote or most recently notified. Emails are treated as received on the next working day after sending.

18.6 **No partnership or employment.** We act as an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

18.7 **Governing law and jurisdiction.** The Agreement and any dispute arising from it, including non-contractual disputes, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.