

These terms apply to all design and creative services provided by Origni. Together with the proposal, statement of work, or written confirmation describing the work (the “Proposal”), they form the agreement between us. By commissioning work from Origni, you agree to these terms. If anything in the Proposal conflicts with these terms, the Proposal takes priority for scope, fees and timings.

“Origni”, “we” and “us” means Bertie Sarbutt, trading as Origni, of 51 Surrey Grove, Sutton, Surrey, SM1 3PW (hello@origni.co.uk). “The Client” and “you” means the person or company named in the Proposal or invoice.

1. THE ENGAGEMENT

The services, deliverables, fees and timings for each project are set out in the Proposal. Work not described in the Proposal is out of scope and will be quoted separately before it is undertaken. Origni is engaged as an independent contractor; nothing in this agreement creates an employment relationship, partnership or joint venture between us.

2. QUOTES AND ESTIMATES

Quotes are valid for 30 days from the date they are given. Where work is charged on a time basis, any figure given in advance is a good-faith estimate; we will let you know as soon as reasonably possible if it looks likely to be exceeded by more than ten per cent, and will not exceed it without your agreement.

3. FEES AND PAYMENT

- a. Fees are invoiced as set out in the Proposal – typically a deposit on commissioning, with the balance on completion or at agreed milestones.
- b. Unless the invoice states otherwise, payment is due within 14 days of the invoice date.
- c. Fees are exclusive of VAT, which will be added at the prevailing rate if and when applicable.
- d. Expenses agreed with you in advance (for example fonts, stock imagery, printing or hosting) are recharged at cost.

- e. If an invoice is overdue, we may charge interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, and may suspend work and withhold delivery of files until the account is settled. We will always tell you before suspending work.

4. DEPOSITS

Where the Proposal requires a deposit, work begins once it is received. Deposits are credited against the final balance and are non-refundable once work has begun, as they cover time reserved and work already done.

5. REVISIONS AND CHANGES

The Proposal states how many rounds of revisions are included at each stage; unless it says otherwise, two rounds are included. Further revisions, or changes requested after a stage has been approved, are new work: we will quote for them before starting, either at a fixed price or at our prevailing day rate. A change to the brief itself – new pages, new formats, a new direction – is a change of scope under clause 1, not a revision.

6. WHAT WE NEED FROM YOU

- a. Content, materials and information reasonably needed for the work, supplied promptly and in usable form.
- b. Feedback and approvals within the times set out in the Proposal, or otherwise within five working days of a request. Approval by email is sufficient.
- c. Confirmation that everything you supply is yours to use. You agree to cover us against any claim that material you provided infringes someone else's rights.

If delivery depends on something we are waiting on from you, dates move with it. If a project goes quiet for more than 30 days without agreement, we may treat it as paused, invoice for work done to date, and agree a new schedule when it resumes.

7. INTELLECTUAL PROPERTY

- a. Until payment is received in full, all intellectual property in the work remains ours.
- b. On receipt of full payment, we assign to you the intellectual property in the final, approved deliverables, for use anywhere and without time limit.
- c. We keep the rights in preliminary concepts, rejected directions, and our own working files, tools and processes. Working files can be released by agreement.
- d. We may show the finished work in our portfolio and credit ourselves as its designer, unless we agree confidentiality with you in advance.

8. THIRD-PARTY MATERIALS

Fonts, stock imagery, software and similar third-party materials are licensed under their owners' terms, not assigned. Wherever possible we will purchase licences in your name; ongoing costs such as subscriptions, hosting and renewals are yours. We will tell you before committing you to any recurring cost.

9. CONFIDENTIALITY

Each of us will keep the other's confidential information confidential, use it only for the project, and not disclose it except as required by law. This obligation survives the end of the engagement. It does not apply to information that is already public, already known to the receiving party, or independently developed.

10. WARRANTIES AND LIABILITY

- a. We will perform the services with reasonable skill and care. We do not warrant any particular commercial outcome from the work.
- b. Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, data or goodwill.
- c. Our total liability under an engagement is limited to the fees paid to us under that engagement.
- d. Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited.

11. CANCELLATION AND ENDING THE ENGAGEMENT

- a. Either of us may end an engagement on 14 days' written notice.
- b. Either of us may end it immediately if the other materially breaches these terms and does not put it right within 14 days of being asked, or becomes insolvent.
- c. On ending, you pay for all work done up to the end date and any costs already committed on your behalf; we deliver the work completed up to that point once that payment is made. Clauses 7, 9 and 10 survive.

12. DATA PROTECTION

Each of us will comply with the UK GDPR and the Data Protection Act 2018 in respect of any personal data handled in connection with the work, and will only process personal data received from the other as reasonably needed for the project.

13. EVENTS BEYOND OUR CONTROL

Neither of us is responsible for delay or failure caused by events genuinely beyond our reasonable control. If such an event continues for more than 60 days, either of us may end the engagement under clause 11, with payment for work done to date.

14. GENERAL

- a. These terms and the Proposal are the entire agreement between us and replace any earlier discussions. Changes must be agreed in writing (email is fine).
- b. Notices may be given by email to the addresses each party normally uses.
- c. If any part of these terms is found unenforceable, the rest still stands. A delay in enforcing a right is not a waiver of it.
- d. Neither of us may transfer this agreement to someone else without the other's consent, which will not be unreasonably withheld.
- e. No one other than the parties has rights under this agreement (Contracts (Rights of Third Parties) Act 1999).

15. GOVERNING LAW

These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising from them.

AGREED ON BEHALF OF THE CLIENT

Signing below (or confirming acceptance by email) confirms agreement to these terms.

NAME

POSITION

SIGNATURE

DATE

Questions about these terms? Write to hello@origni.co.uk – we'd rather talk it through than leave anything unclear.