

Terms of Engagement

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The following Terms of Engagement have been created to provide a positive framework for collaboration between Jonny Norridge (newpollution design studio) and you, The Client, through which we can all work to achieve a successful project outcome.

Definitions: The Client refers to the company or individual requesting the services of Jonny Norridge. We/Our/Us refers to 'newpollution design studio' and designer Jonny Norridge.

1. Quotes

Quotes are based on the initial brief and requirements provided by the Client. Should the original brief or project requirements change, the scope of work and fees may also need to be revised accordingly.

2. Deposits

If the total project cost is greater than £1,000 then a 50% deposit of the total project cost should be paid before the project commences.

3. Kill Fee

If a project is cancelled by The Client or delayed for longer than one month after being signed off by The Client, a kill fee of 25% of the total project balance will be invoiced.

4. Payment

For projects of longer duration (exceeding one month), an invoice will be issued at the mid-way point (which shall be agreed in discussion with The Client). The final invoice will then be issued on completion of the project. The balance of the invoice should be cleared within 28 days of delivery.

5. Travel & Expenses

Travel costs and expenses for any ad hoc meetings or post-project briefing will be charged to the client.

6. Unauthorised Suppliers

On any project for The Client, we prefer to work with our existing preferred suppliers so we can guarantee the quality of our service. If The Client wants us to work with their own suppliers, unless previously agreed, this is done at The Client's risk.

7. Audio, Fonts, Images & Moving Images

In the course of our work for The Client, our design proposals may require audio, fonts, images or moving images to be licensed from third parties in the finished artwork. Any such additional costs will be clearly communicated in advance, and invoiced separately with the final invoice.

8. Extraordinary Software & Plug-ins

Where The Client requires us to work within specific software suites or use plug-ins that we don't own, these additional license costs will be included separately in the final invoice.

9. Infringements

No responsibility will be accepted for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature, unless adequate proof is given of permission to use such material.

10. Offensive, Illegal or Controversial Material

We reserve the right to refuse to handle in any way, material that may be deemed offensive, dishonest or illegal.

13. Client-side Personnel Changes

In the event of The Client changing personnel responsible for project sign-off, any changes to the brief, concepts or art direction of any live project are privy to rule #1.

14. Sign Off

Final public-view upload or print of design collateral will not begin until proofs provided (either in PDF or web-prototype/preview) have been signed off in full by the client. Any corrections, alterations or amendments should be clearly specified at this point. Once the designs have been signed off, any errors are the client's responsibility.

15. Copyright & Ownership

The project costs cover design services, expenses and the final design product as specified at the beginning of the project. Copyright of the final design product remains the property of Jonny Norridge until the final bill is settled in full. All working files and source files remain the intellectual property of Jonny Norridge, unless agreed in advance and subject to additional licence fees.

16. Publication

Unless specifically agreed in writing, we reserve the right to include the design work produced in our portfolio and on our website.

17. Promotion

Unless specifically agreed in writing, we reserve the right to announce and / or promote the design work we produced publicly.

18. Website Hosting & Maintenance

We endeavour to provide a 99% uptime service for web hosting based on the service provided by the third party web hosting company (owned by Paragon Internet Group). The uptime excludes planned or emergency server maintenance, and conditions beyond our reasonable control such as bandwidth or server overload, website hacks and 'mal-ware'. We are not responsible for errors made by files or edits uploaded or made by The Client. Website maintenance, technical support and hack/security fixes will incur additional cost to the client charged at the normal hourly rate.