

THE SMALL PRINT, IN PLAIN ENGLISH.

These terms apply to every job Brief & Design does for you, from a single social media post to a full brand and website. They're written to be read, not skimmed past. If anything is unclear, ask before you accept. Version 1.0, 13 October 2026.

1. WHO WE ARE

1.1 Brief & Design is the trading name of the person named under "Legal details" at the end of these terms, a sole trader based in England. In these terms "we", "us" and "our" mean Brief & Design, and "you" means the person or business we're doing the work for.

1.2 You can contact us at hello@briefanddesign.co.uk. Our full name and business address are under "Legal details" at the end of these terms, and on your quote and our invoices.

1.3 We are not VAT registered, so no VAT is added to our prices.

2. HOW WE AGREE A JOB

2.1 Every job starts with a written quote. It sets out what you'll get (the "work"), what isn't included, the price, how you pay, how many rounds of changes are included and the rough dates.

2.2 A quote is valid for 30 days.

2.3 You accept a quote by completing the accept page we send you: you confirm you've read these terms and the quote, and tick to accept. Our agreement (the "contract") starts when we email you to confirm. If you accept by another written method we agree with you, that counts too.

2.4 The contract is made up of your quote and these terms. If the quote and these terms disagree, the quote wins, except that nothing in a quote overrides section 3 or

section 12.1.

2.5 Anything new that comes up along the way is welcome. We'll quote it separately before doing it, and it only becomes part of the job once you've agreed that quote in writing.

3. IF YOU'RE BUYING AS A CONSUMER

3.1 This section applies if you're buying as an individual, mostly for personal use rather than for a business. If you're buying for a business, it doesn't apply to you.

3.2 **Your right to cancel.** Because our contract is agreed online or by email, you have the right to cancel it without giving a reason. You have 14 days, starting the day after we email to confirm the contract (see 2.3). This applies to Website Care too.

3.3 **Starting within the 14 days.** We won't start work during those 14 days unless you ask us to, so if you don't, your timeline begins once the 14 days are over. If you'd like us to start straight away, the accept page has two boxes: one to ask us to start, and one to confirm you understand you'll lose the right to cancel once the work is fully done. We'll repeat both in our confirmation email. If you tick both and then cancel within the 14 days, you'll pay a proportionate amount for the work done before you told us. Once we've fully completed the job, you no longer have the right to cancel.

3.4 **How to cancel.** Email hello@briefanddesign.co.uk with a clear statement that you're cancelling. You can use the form at the end of these terms, but you don't have to.

3.5 **Refunds.** We'll refund anything you've paid, less any amount you owe under 3.3, without undue delay and within 14 days of you telling us, using the same payment method and with no fee.

3.6 Nothing in these terms takes away your legal rights as a consumer. For example, we must carry out the work with reasonable care and skill. For more information, contact [Citizens Advice](#).

4. WHAT WE DO, AND WHAT WE NEED FROM YOU

4.1 We'll carry out the work described in your quote with reasonable care and skill, in line with the brief we agree.

4.2 We may use software tools to help us work, including design and AI-assisted tools. Logos and brand marks are drawn by us, not generated by AI.

4.3 You agree to:

- give us the brief, words, logos, photos, footage and logins the job needs, when we need them
- only send us material you own or have permission to use, and tell us about any restrictions on it
- check your proofs carefully, including spelling, prices, phone numbers, dates and legal wording, before you approve them
- give your feedback in writing, gathered into one list for each round
- check that any business or product name you ask us to work with is free for you to use (for example, by searching trade marks), unless your quote says we'll do it

4.4 Timings start once we have everything we need: your acceptance, the first payment, and your words and other material. If something arrives late, the delivery date moves by the same amount.

5. PRICE AND PAYMENT

5.1 Your quote sets a fixed price for an agreed result, not an hourly rate.

5.2 How you pay depends on the size of the job, and is shown on your quote:

JOB SIZE	WHEN YOU PAY
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Quick	In full before work starts
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Project	50% to start, 50% before final files
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Complete	40% to start, 30% when you approve the design direction, 30% before launch or handover
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5.3 We start once the start payment is in. Other invoices are due within 14 days of the invoice date.

5.4 We send final files, and put websites live, once everything has been paid.

5.5 Printing, stock images, fonts, paid adverts and other things we buy in for you are charged at cost, and always agreed with you first.

5.6 If an invoice is overdue, we may pause the work until it's paid. If you're a business, we may also charge interest at 8% above the Bank of England base rate, fixed compensation of £40 to £100 and reasonable recovery costs, as allowed by the Late Payment of Commercial Debts (Interest) Act 1998.

6. CHANGES AND APPROVALS

6.1 A round of changes is one combined list of feedback, sent together. Your quote says how many rounds are included. Normally that's 1 round of light changes on Quick jobs, 2 rounds on Project jobs, and 2 rounds at each stage (direction, design and build) on Complete jobs.

6.2 Extra rounds are charged at the price shown on your quote. We always agree them with you before we start them.

6.3 A new direction (a different idea, rather than changes to the agreed one) is a new piece of work, and we'll quote it separately.

6.4 When you approve a proof or a stage, we treat it as final. Changes after approval count as a new round. This doesn't cover mistakes you couldn't reasonably have spotted, which we'll put right.

6.5 On websites, fixing bugs and errors we find during our checks is always included and never counts as a round.

7. PAUSES AND CANCELLING A JOB

7.1 If we can't get a reply from you for 30 days, we'll pause the job and let you know. Picking it back up may mean waiting for a new slot.

7.2 If we still can't get a reply after 60 days, we'll email to say we'll close the job in 14 days. If we still don't hear from you, we'll close it, keep or invoice a fair amount

for the work done, and refund anything you've paid beyond that. You can restart it later with a new quote.

7.3 You can cancel a job at any time by emailing us. If section 3 applies to you, it comes first.

- **If you're a business:** once work has started, the start payment isn't refunded, and any work done beyond what you've paid for is invoiced.
- **If you're a consumer** (after the 14 days in section 3): we keep or invoice only a fair amount for the work done and costs already incurred, and refund the rest. Either way, you keep what's been paid for, as described in section 8.

7.4 If we can't continue a job (for example because of illness), we'll tell you as soon as we can and refund any money you've paid for work we haven't done.

8. WHO OWNS THE WORK

8.1 The "final files" are the finished designs listed in your quote, in the formats it lists. Editable working files (for example layered design files) are only included if your quote says so.

8.2 When you've paid in full, we'll assign to you all the copyright in the final files, by a short written assignment signed by us (an e-signature is fine), sent with the final files. We also waive our moral rights in them, so you can change and use them however you like.

8.3 Until you've paid in full, you may not use the work, apart from reviewing proofs.

8.4 Some things stay ours: our own templates, tools, code libraries and reusable parts, and any designs or ideas you didn't choose. We give you a permanent licence to use any of our reusable parts that are built into your final files, so you can use the work you paid for.

8.5 Fonts, stock images and other things made by third parties come under their own licences. We'll tell you if anything needs buying in your name.

8.6 You keep ownership of everything you give us. You give us permission to use it only to do your job.

9. SHOWING THE WORK

9.1 Once your job is finished and public (for example, your new brand has launched), we may show it in our portfolio, on our website and on our social media. If you'd rather we didn't, tell us at any time and we'll stop. If the work is for your personal use rather than a business, we'll ask you first.

9.2 We'll never show anything you've told us is confidential, or any personal information.

10. WEBSITES AND WEBSITE CARE

10.1 Your domain name stays in your name. We never register it in Brief & Design's name.

10.2 Your website is hosted on Cloudflare in a free account in your name, with us added so we can look after it.

10.3 Once paid for in full, the website we made for you is yours, and you can move it elsewhere at any time. We'll hand over the site's code and your content, as set out in section 8.

10.4 Website Care is an optional monthly plan covering hosting, security, updates and light support. Before you sign up, your Website Care quote sets out what's included, the monthly price, the billing date and any minimum term. It's a separate agreement from your website job.

10.5 **Paying for Website Care.** We invoice monthly in advance, on the billing date in your Website Care quote. Prices are fixed for the minimum term (if there is one).

10.6 **Ending Website Care.** You can end Website Care at any time by email. It stops at the end of the month you've paid for, or at the end of any minimum term if that's later. If you're a consumer, you can also cancel within 14 days of signing up (see section 3). We can end it by giving you 30 days' notice by email, and we'll help you move your site.

10.7 **Price changes.** We'll give you at least 30 days' notice by email of any price change. If you don't want to pay the new price, you can end Website Care before it starts, with no charge.

10.8 Support. We reply to Website Care emails within 2 working days, and work on urgent problems (for example, your site is down) as soon as we can. Response times for each plan are in your Website Care quote.

10.9 Websites rely on services we don't control, such as hosting, email and domain providers. We'll do our best to fix problems quickly, but we can't promise your site will never be unavailable.

11. FILES AND STORAGE

11.1 We keep your final files for 12 months after delivery. After that we may delete them, so please keep your own copies.

12. OUR RESPONSIBILITY TO YOU

12.1 Nothing in these terms limits our responsibility for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else the law doesn't allow us to limit.

12.2 If you're a consumer: we're responsible for loss or damage you suffer that's a foreseeable result of us breaking these terms or not using reasonable care and skill. We're not responsible for business losses, because our services to consumers are for personal use.

12.3 If you're a business: we're not responsible for loss of profit, sales, business or revenue, or for any indirect or consequential loss. Our total responsibility for each job is limited to the total price for that job. For Website Care, it's limited to the fees for the 12 months before the claim.

12.4 We're not responsible for mistakes you could reasonably have spotted in a proof you approved (see 4.3 and 6.4), or for problems caused by material you gave us. But if we introduce a mistake into material you gave us correctly (for example, mistyping a phone number you sent), we'll always fix it free, even after you've approved it.

13. YOUR INFORMATION

13.1 We use your personal details only to do your job and run our business, as explained in our privacy notice at briefanddesign.co.uk/privacy.

13.2 If our work involves handling your customers' personal information (for example, a website contact form), we do so on your behalf, under our Data Processing Schedule, which we send with your website or Website Care quote.

14. COMPLAINTS AND DISPUTES

14.1 If you're unhappy with anything, please email hello@briefanddesign.co.uk. We'll reply within 5 working days and try to put it right.

14.2 These terms are governed by the law of England and Wales, and the courts of England and Wales can deal with any dispute. If you're a consumer living in Scotland or Northern Ireland, you can also bring a claim in your local courts, and you keep the protection of the consumer laws where you live.

15. CHANGES TO THESE TERMS

15.1 We may update these terms. The version number and date are at the top. The version you accepted applies to your job, unless we both agree in writing to use a newer one.

CANCELLATION FORM (FOR CONSUMERS)

Complete and return this form only if you want to cancel the contract (see section 3).

To: Brief & Design (David Cole), 49 Station Road, Polegate, East Sussex, BN26 6EA, hello@briefanddesign.co.uk

I hereby give notice that I cancel my contract for the supply of the following service: [the job and quote number]

Ordered on: [date]

Name: [your name]

Address: [your address]

Signature (only if sent on paper): ____

Date: [date]

LEGAL DETAILS

Brief & Design is the trading name of David Cole, a sole trader. Business address: 49 Station Road, Polegate, East Sussex, BN26 6EA. Email: hello@briefanddesign.co.uk. Not VAT registered.