

STUDIO TERMS

January 2026

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Terms of Business

These Terms of Business ("Terms") define the framework under which No Added Sugar Marketing Limited, trading as No Added Sugar Creative (the "Studio"), provides specialist Brand Identity and Visual Curation services to the client (the "Client").

These Terms constitute the entire agreement between the Studio and the Client, superseding all prior proposals or representations. They are to be read in conjunction with the Statement of Work (SOW) or Quotation issued by the Studio. In the event of any conflict, these Terms shall prevail unless expressly varied in writing and signed by both parties.

Formal instruction of the Studio, payment of a commencement fee, or written approval of a Statement of Work constitutes the Client's full and binding acceptance of these Terms.

1. Scope of Services

1.1 The Brand Identity System

The Studio's primary engagement is the delivery of a comprehensive Brand Identity System. This is a fixed-scope architectural framework governed by the No Added Sugar Method. Specific deliverables, timelines, and technical specifications are defined within the Statement of Work (SOW).

1.2 Bespoke Commissions

Any requirements outside the standardised Brand Identity System, including extended brand asset production, implementation support, or ongoing design maintenance, are classified as Bespoke and must be agreed upon in a separate SOW.

1.3 Visual Identity Curation

Where the SOW includes Visual Identity Curation (Founder and Brand Photography), the Studio provides on-site asset creation to integrate human-centric imagery into the Brand Identity System. This service is subject to separate fees to cover travel, equipment, and location costs as defined in the SOW.

2. Fees and Payment Terms

2.1 Payment Structure

Unless otherwise stated in the SOW, the standard investment for a service is subject to a 50% Commencement Fee and a 50% Completion Fee. All fees are exclusive of VAT and are non-refundable.

2.2 Payment Timing

Payments are due on receipt of the invoice. Work will initiate when the Commencement Fee is cleared.

2.3 Overdue Accounts

Invoices are considered overdue if unpaid 7 days following the date of issue. Overdue payments are subject to:

- Interest at the prevailing rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- A fixed administrative late payment fee of £50 for every 14-day period the invoice remains unpaid beyond the initial 7-day grace period.

3. Out of Scope

Work outside of the agreed project scope will be charged at the Studio's standard studio hourly rate of £100.00 per hour plus VAT, invoiced monthly.

Examples of out of scope work include, but are not limited to:

- Additional concepts or design routes beyond the quoted number,
- Revisions that exceed the agreed Revision Rounds,
- New deliverables not previously quoted,
- Strategy, research or consultation outside the agreed scope,
- Requests made after project sign-off,
- Requests requiring faster-than-agreed turnaround times.

4. Ad Hoc Work

Any creative work requested without a formal SOW will be billed at the Studio's standard hourly rate of £100.00 per hour plus VAT, invoiced monthly.

5. Proofing, Approval, Errors and Revisions

5.1 Proofing

The Studio will provide proofs for the Client's review and feedback. The Client is solely responsible for the final validation of all deliverables, including verifying brand-specific spelling, ensuring all asset dimensions and technical formats meet the Client's specific requirements, and confirming the visual hierarchy aligns with the intended brand application.

5.2 Formal Approval

Approval must be provided by the Client in writing (via email). Once the Client provides Final Approval, the Studio is at this point authorised to conclude the project.

5.3 Liability of Errors

The Studio shall not be held liable for any errors, omissions, or costs associated with re-printing or re-development once final approval has been granted. If errors are discovered after approval, any necessary corrections or reprints will be treated as a new project or billed at the Studio's standard hourly rate.

5.4 Revisions

Unless otherwise stated in the SOW, the Client is entitled to three Revision Rounds per project.

A Revision Round consists of a consolidated list of feedback. Subsequent requests following the implementation of a round constitute a new round.

Any revisions requested after these rounds, or after Final Approval has been given, will incur additional fees.

6. Colour and Technical Variations

While the Studio utilises industry-standard design tools, the Client acknowledges that colours may vary between digital monitors and physical printed materials. The Studio cannot guarantee an exact 100% colour match unless specific Pantone (PMS) colour matching is requested and quoted as a separate service.

7. Strategic Authority

While the Studio incorporates Client feedback, the Studio reserves the right to advise against changes that contradict the established design logic. The Studio is not liable for the performance of a brand where the Client has insisted on changes against the Studio's professional recommendation.

8. Cancellation

Cancellations must be submitted in writing. The Studio will take all reasonable steps to comply but is not obligated to cancel work if doing so causes a breach of commitments to suppliers or third parties.

8.1 Cancellation Fee

The 50% commencement fee is retained by the Studio as a cancellation fee.

It covers:

- Initial project planning,
- Concept development,
- Reserved studio time,
- Any work completed prior to cancellation.

This applies regardless of when the cancellation request is made.

9. Payment Reference

All payments must include the invoice number as the payment reference to ensure accurate processing. If the Client uses a purchase order system, they should provide the relevant reference to the Studio at the point of ordering.

10. Exclusivity

No exclusivity is given or implied. The Studio may work with clients simultaneously.

11. Confidentiality

All Client information will be stored securely and handled confidentially for the time required to fulfil the project.

12. Termination of Services

The Studio may terminate services in cases of:

- Repeated late payments,
- Breach of contract,
- Misuse of delivered work,
- Unreasonable or abusive conduct.

13. Client Warranties, Indemnity and Liability

13.1 Client Warranties

The Client warrants and represents that it owns the full copyright and intellectual property rights, or has obtained all necessary legal licenses and permissions, for all materials supplied to the Studio for use in a project (including but not limited to images, photography, fonts, trademarks, and copy).

13.2 Indemnity

The Client agrees to indemnify, defend, and hold harmless the Studio against any and all third-party claims, damages, liabilities, or costs (including legal fees) arising from:

- The use of assets supplied by the Client that infringe upon the intellectual property rights of any third party.
- The misuse of third-party assets due to a lack of proper licensing or permission.
- Any unlawful, libellous, or unsubstantiated marketing claims contained within Client-supplied content.

13.3 Limitation of Liability

The Studio's total aggregate liability to the Client for any claim arising out of or in connection with these Terms or any SOW shall be limited to the total fees paid by the Client to the Studio under the relevant SOW.

In no event shall the Studio be liable for any indirect, consequential, or special losses, including but not limited to loss of profit, loss of business opportunity, or loss of reputation.

14. Intellectual Property, Usage Rights and Source Files

14.1 Background IP & Methodology

The No Added Sugar Method, including all proprietary frameworks, strategic protocols, brand templates, and logical systems used to create the Final Deliverables, remain the exclusive property of the Studio.

The Client is granted a non-exclusive, perpetual, royalty-free license to use these frameworks only as they are incorporated within the specific Final Deliverables of this project.

The Client may not extract, reverse-engineer, replicate, or resell the Studio's methodology as a standalone product or service.

14.2 Transfer of Rights

Upon receipt of full and final payment, the Studio hereby assigns to the Client all copyright and intellectual property rights in the Final Deliverables.

Until such time as full payment is received, all intellectual property rights remain the property of the Studio.

This transfer does not include Tools of the Trade (fonts, software logic, or proprietary frameworks) used to create the deliverables, or the right for the Studio to use the work for promotional purposes as per Section 19.

14.3 Visual Identity & Imagery Licensing

Notwithstanding section 14.2, all photography and cinematography created under the Visual Identity Curation service remain the exclusive intellectual property and copyright of the Studio. Upon full payment, the Client is granted a perpetual, non-exclusive, world-wide license to use the Curated Imagery for the purposes of their Brand Identity. The Client may not resell, sub-license, or use the imagery for any third-party ventures without written consent from the Studio.

14.4 Source Files

Source files (InDesign, Illustrator, etc.) and Raw Photographic files (.RAW, .DNG) remain the property of the Studio unless explicitly listed as a Final Deliverable.

Where Source Files are provided, the Studio maintains no liability for modifications made by third parties following Final Approval.

15. Unused Concepts

All concepts, designs, and preliminary works presented to the Client which are not selected as the Final Deliverables remain the exclusive intellectual property of the Studio. The Client receives no license or right to use, replicate, or derive works from these unused concepts. The Studio reserves the right to re-purpose any unused concepts.

16. Live Brand Books

Guidelines are delivered as static PDF documents.

Any hosted or interactive 'Live Brand Books' are subject to third-party platform terms, and the Studio is not responsible for platform downtime.

17. Client Responsibilities

The Client must:

- Make payment of the invoices promptly and by the invoice due date,
- Provide timely information, feedback and approvals,
- Ensure all supplied materials are licensed or owned by the Client,
- Review and approve final deliverables before sign-off,
- Provide accurate access to information where required.

18. Engagement and Acceptance

Instruction of the Studio by the Client via email, written confirmation, or payment of a commencement fee constitutes formal acceptance of these Terms and the associated Statement of Work (SOW).

No contract shall exist until the Studio has issued a formal confirmation and/or receipt of the initial deposit. All services are provided strictly in accordance with these Terms, which supersede any Client-issued purchase order conditions.

19. Studio Marketing

The Studio reserves the right to showcase completed work for portfolio, promotional, and marketing purposes.

20. Delivery Outputs

The Studio will provide the Client with Final Outputs suitable for their intended use.

These typically include:

- **Vector:** .eps, .pdf (for print and scaling).
- **Raster:** .png, .jpg (for web and social use).
- **Motion:** .mp4, .mov (for kinetic assets).

These outputs are flattened and do not include the underlying source architecture.

21. Data Protection

Both parties agree to comply with GDPR and the UK Data Protection Act 2018. The Client indemnifies the Studio against any breach arising from misuse or unlawful handling of personal data supplied by the Client.

22. Governing Law

These terms are governed by and construed in accordance with the Laws of England & Wales.

23. Updates to Terms

The Studio may update these Terms from time to time. The latest version will be provided with new quotations and will apply to all future engagements.

No Added Sugar Creative is a trading name of No Added Sugar Marketing Limited
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