



SPITFIRE CREATIVE LTD

Terms of Business

These are our general terms and apply to every project we take on. They go alongside the provided quotation. If there are differences, the quotation will supersede these terms.

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MOST ASKED ABOUT

How many amends do I get?

Four sets per deliverable. A set is one consolidated round of feedback, gathered from everyone and sent together.

[Section 3 →](#)

When do you need paying?

Within 14 days. Deposit on acceptance, then staged or monthly for larger and longer projects.

[Section 4 →](#)

Who owns the finished work?

You do, once you have paid in full. Working files, unused routes and licensed fonts are the exceptions.

[Section 7 →](#)

Can I have the source files?

They are excluded by default and available for a separate buy out fee. Output files are always included.

[Section 8 →](#)

Do you use AI on my project?

As a tool, yes. Every deliverable is directed and approved by a human, and your confidential material stays out of public tools.

[Section 12 →](#)

Before you start

These are our general terms and apply to every project we take on. They go alongside the provided quotation. If there are differences, the quotation will supersede these terms. Please read them. If anything is unclear, ask us before you accept, and we will explain it or change it.

You accept these terms when you do any one of the following: accept a quotation in writing, issue a purchase order, pay a deposit, or ask us to begin work.

DEFINITIONS USED THROUGHOUT

We, us, our, the Agency

Spitfire Creative Ltd.

You, your, the Client

The business or person who commissions the work.

Quotation

The written estimate or proposal we issue, including its scope, deliverables, day count and price.

Deliverables

The items listed in the quotation that we produce for you.

Client Materials

Anything you supply for use in the work: copy, images, logos, data, fonts, brand assets, product information, approvals.

Working Files

Everything generated on the way to a deliverable: layered and editable source documents, working sketches, alternative routes, rejected concepts, research notes, uncompressed assets and development code.

AI Tool

Any generative or machine learning system that produces or materially alters text, images, audio, video, code or design output.

AI Content

Output produced by an AI Tool.

1

Quotations and scope

Scope is what the quotation lists. Anything else is a separate conversation.

- 1.1 Quotations are valid for 30 days from the date of issue.
- 1.2 A quotation is an estimate built on the brief and information available to us at the time. It is not a fixed price unless it says so in writing.
- 1.3 Quotations are priced against the day rate stated on the quotation, plus VAT at the prevailing rate. We may review our day rate annually. A rate change will not affect a project already accepted.
- 1.4 Scope is defined by the deliverables listed in the quotation and by the brief the quotation refers to. Anything not listed is out of scope.
- 1.5 Unless the quotation says otherwise, the following are excluded and will be quoted separately: copywriting, photography, illustration, stock imagery and licensing, video, motion, translation, printing and print management, fulfilment, hosting, domain registration, third party software and subscriptions, accessibility auditing, regulatory or clinical review, and Working Files.
- 1.6 A significant change of direction, a new brief, or a change to an agreed and signed off stage is a re-brief. Re-briefed work is charged in addition, at our day rate. We will tell you before we start and give you an estimate.
- 1.7 If the information underpinning the quotation turns out to be materially different from what we were told, we may revise the quotation. We will do this in writing and before we continue.
- 1.8 Where a quotation is priced in days, days are units of work, not calendar days, and may be spread across the project timeline.

2

What we need from you

Five things, and we cannot start without them.

- 2.1 To start a project we need all of the following:
- written acceptance of the quotation, or a purchase order
 - a signed off brief
 - the artwork or delivery deadline
 - content: copy, imagery and any technical or regulatory information required
 - a single named person with authority to give approval

2.2 Work usually begins within ten working days of the deposit clearing, subject to our schedule at the time.

2.3 If we are missing anything from clause 2.1, the timeline moves. We will keep you informed, but we cannot hold a slot open indefinitely.

3

Amends, approval and sign off

Four sets of amends. Clause 3.2 defines what a set actually is.

- 3.1 The quotation includes four sets of reasonable amends per deliverable, unless it states a different number.
- 3.2 A "set" is one consolidated round of feedback, gathered from everyone who needs to comment, delivered together. Piecemeal feedback arriving over several days counts as several sets.
- 3.3 Amends beyond the included allowance are charged at our day rate. We will tell you when you are close to the limit, and we will always estimate additional work before doing it.
- 3.4 Amends that change the agreed direction rather than refine it are a re-brief under clause 1.6, not an amend.
- 3.5 For offline projects we present a minimum of two creative routes. If neither lands, we will develop a further round of routes at no extra cost. If there is still no agreement on direction after that third round, either of us may end the project. In that event we will invoice for the work carried out, and payments already made are not refundable.
- 3.6 At the end of each stage you need to sign off in writing, by email or in person. We do not begin the next stage until we have it.
- 3.7 Sign off means you have checked the work. After sign off you have no claim against us for errors that were present in the approved material, including spelling, grammar, factual accuracy, pricing, dimensions, barcodes, regulatory wording and legal copy. Please proofread carefully.
- 3.8 Changes requested after sign off are chargeable, including changes made necessary because a printer, developer or manufacturer has already begun work.

4

Fees, invoicing and payment

Fourteen days. Staged for larger work.

- 4.1 All prices exclude VAT. VAT is charged at the prevailing rate. All payments are in pounds sterling.
- 4.2 Invoices are due within 14 days of the invoice date, unless the quotation states otherwise.
- 4.3 Unless the quotation sets out a different schedule:
 - projects up to £5,000: 50% deposit on acceptance, balance on completion
 - projects over £5,000: 40% on acceptance, then staged invoices against completed deliverables or monthly in arrears, whichever the quotation specifies
 - projects running longer than eight weeks: invoiced monthly in arrears for work completed
- 4.4 We may ask for payment in advance, or a larger deposit, for new clients, for clients with a history of late payment, and for large or long running projects.
- 4.5 Where third party costs are involved, such as print, photography, fulfilment or licensing, we require payment in full and in advance before we commit to the supplier. We are not obliged to place an order until that payment has cleared.
- 4.6 If an invoice is overdue we may suspend work without notice until it is paid. Work already started but incomplete may be suspended and becomes immediately payable. Suspension moves your deadlines, and we are not liable for the consequences of that delay.
- 4.7 On overdue invoices we reserve the right to charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% above the Bank of England base rate plus the statutory fixed sum per invoice. We also reserve the right to recover reasonable costs of collection.
- 4.8 If you ask us to produce preliminary or exploratory work and then choose not to proceed, that work is chargeable. A rejection fee of 50% of the value of the work executed applies to designs commissioned and then not taken forward.
- 4.9 If costs arise because of your delay, error or default, we may charge those costs on to you in addition to the quoted price.
- 4.10 Deposits are non-refundable once work has commenced.
- 4.11 Disputes about an invoice must be raised in writing within seven days of the invoice date. Undisputed amounts remain payable on time.

5

Timelines and delays

Estimates, not promises, and they move when input is late.

- 5.1

Timings we give are estimates. Time is not of the essence.
- 5.2

Timelines depend on you supplying content, approvals and feedback when agreed. Late input moves the timeline, usually by more than the length of the delay, because we schedule other work around your slot.
- 5.3

We will always do our best to hit an agreed deadline. We are not liable for losses caused by overruns arising from your delay, third party delay, or events outside our reasonable control.
- 5.4

Rush work, work compressed into a shorter window than we advised, or work required outside normal business hours may carry a surcharge. We will agree it with you first.
- 5.5

Where you require delivery faster than proper production allows, we are not liable for defects caused by that compression, and any additional costs it creates are yours.
- 5.6

If a project goes quiet for more than 30 days with no response from you, we may close it, invoice for work completed, and treat any restart as a new project. Restarting may carry a re-familiarisation charge.

6

Client Materials

What you supply, you stand behind.

- 6.1

You are responsible for the accuracy, legality and clearance of everything you supply.
- 6.2

You warrant that you own or have licensed all rights in Client Materials, and that their use in the work will not infringe anyone's copyright, trade mark, design right, image rights, privacy or other rights, and will not be defamatory or unlawful.
- 6.3

You indemnify us against all claims, losses, costs and expenses, including legal fees, arising from Client Materials.
- 6.4

We are not obliged to check, edit, verify or correct Client Materials. If we use them as supplied, that is at your risk.
- 6.5

Supply images as vector EPS or AI for logos, and at 300dpi minimum at final size for photography. Redrawing, retouching, cutting out, upscaling or rebuilding supplied assets is chargeable at our day rate unless the quotation includes it.
- 6.6

Where we source stock imagery on your behalf, licence fees are yours to pay and the licence terms are yours to comply with. We will tell you the licence scope. Extending it later, for example from web to outdoor, is your responsibility and cost.
- 6.7

We may decline to produce anything we consider unlawful, defamatory, misleading, or in breach of someone else's rights.

7

Intellectual property

Copyright passes to you on payment in full.

- 7.1 Copyright and all other intellectual property in work we create remains ours until we have received payment in full for the project.
- 7.2 On payment in full, we assign to you the copyright in the final approved Deliverables listed on the quotation, for use as intended in the brief.
- 7.3 The following are not included in that assignment and remain ours:
- Working Files, including layered and editable source documents (see clause 8)
 - concepts, routes, options and designs presented but not selected
 - our underlying know how, methods, processes, templates, scripts, grids, systems and tools
 - any third party element licensed rather than owned, such as fonts, stock imagery, plugins, themes, libraries and frameworks
- 7.4 Third party elements are licensed, not sold. You take on the licence and its restrictions. Fonts in particular are licensed by user, by domain, by impression or by application, and are your ongoing responsibility. We will tell you what each project needs.
- 7.5 We will never knowingly infringe anyone's copyright or trade mark, and we deliver work that is original to us to the best of our knowledge and belief.
- 7.6 We do not carry out trade mark searches, clearance searches or registrability checks, and we give no warranty that a name, logo or mark is available, registrable or free from third party rights. Searching and registering, whether with the UK Intellectual Property Office or elsewhere, is your responsibility. We recommend you do it before launch, and we are happy to work alongside your attorney.
- 7.7 Deliverables are licensed for the use described in the brief. Use materially beyond that, for example taking a UK campaign global, extending a licence period, or reusing a packaging identity across an unrelated product line, may require a further fee. We will always discuss this rather than surprise you.
- 7.8 You may not resell, sublicense or redistribute the Deliverables as design assets in their own right.

8

Working Files and source files

Excluded by default. Available for a buy out fee.

- 8.1

Working Files are excluded from every quotation by default.
- 8.2

We may, at our discretion, release Working Files for a separate buy out fee, quoted at the time. Typical requests include InDesign packages, layered Photoshop or Illustrator documents, editable brand asset kits and development source repositories.
- 8.3

We always supply the finished output files needed to use the work as briefed: print ready PDFs, outlined vector logo files, web and social exports in the required formats, and any other artwork output the quotation lists.
- 8.4

We are not obliged to archive Working Files indefinitely. We will hold project files for a minimum of two years from completion, after which we may delete them. If long term retention matters to you, buy the Working Files or ask us about an archiving arrangement.
- 8.5

Once Working Files leave us, we are not responsible for what happens to the work afterwards, and any brand or artwork integrity issues arising from edits made by others are not ours.

9

Portfolio, credit and case studies

We show the work once it is public, never before.

- 9.1

We may show the work in our portfolio, on our website, in presentations, in pitches, in awards entries and on social media.
- 9.2

Where a project is confidential or pre launch, we will not publish anything until it is public, or until you tell us we can. Tell us at the outset if a project is embargoed.
- 9.3

Appropriate credit to Spitfire Creative Ltd should be given where it is reasonable to do so, such as small print on a printed item or a credit in a website footer. We will not insist on it where it would compromise the design or your brand.
- 9.4

We may ask you for a short testimonial or to write a case study. You are free to decline, and we will always send you a case study for approval before we publish it.

10

Print and production

Colour varies. Clause 10.3 explains why.

- 10.1 We recommend using our trusted print suppliers. We seek competitive quotations, manage the process from print sourcing through to proof checking, and take responsibility for quality. This is a service, not a requirement, and it may be charged as print management.
- 10.2 If you use your own printer or manufacturer, we will supply artwork to their specification and hand it over. Beyond that we cannot monitor, advise on, or take responsibility for the process or the final output.
- 10.3 Colour will vary between an on screen view, an in house proof, a printer's proof and the final printed item. This is caused by output devices, monitor calibration, ink and toner make up, press type, substrate, ambient light and other factors we cannot control. We cannot guarantee exact colour matching or consistency across items, and we do not accept responsibility for variation from these causes.
- 10.4 The only reliable way to see what you will get is a wet proof from the production press on the production substrate with the production inks. Wet proofs are chargeable. If you accept that some variation is likely, we can skip this step.
- 10.5 We work to the tolerances generally accepted in the trade for the process in question, including tolerances for colour, registration, trim, fold, finish, and quantity delivered against quantity ordered.
- 10.6 Where you supply materials, stock or plates, we are not responsible for defects caused by them, and we may reject material that appears unsuitable. Supply enough to cover normal spoilage.
- 10.7 For barcodes, QR codes and other machine readable elements, we will place them to accepted standards. Verifying that they scan correctly in the intended environment is your responsibility, and you indemnify us against claims arising from a code that does not read.
- 10.8 Advise us and the carrier in writing of damage, delay or partial loss in transit within three working days of delivery, and of non delivery within 28 days of despatch. We cannot pursue a claim outside those windows.
- 10.9 Risk in printed goods passes to you on delivery. Legal ownership stays with us until we are paid in full.
- 10.10 Goods completed but not called off may be stored at your risk and cost. We may charge storage rent.

Web and digital

Evergreen browsers. Accessibility only when quoted.

- 11.1 Website scope is defined by the page types, templates, functionality and integrations listed in the quotation. Additional page types, templates and functions are chargeable.
- 11.2 We build and test against the current stable release of the major evergreen browsers, being Chrome, Safari, Edge and Firefox, on current desktop and mobile operating systems. Support for older browsers, legacy operating systems or specific corporate environments must be specified at the outset and may be chargeable.
- 11.3 Accessibility is only included when the quotation says so and names a standard, normally WCAG 2.2 level AA. Where it is included, we design and build to that standard on the templates we deliver. We cannot warrant the ongoing accessibility of content, documents or third party embeds added after handover.
- 11.4 Legal and regulatory compliance of your website is your responsibility. This includes accessibility legislation, such as the European Accessibility Act where you serve EU customers, along with cookie consent, privacy notices, terms of sale, distance selling rules, advertising standards and any sector specific rules. We can build to a specification your legal adviser provides, and we can point you to specialists, but we do not give legal advice and we do not warrant compliance.
- 11.5 We build sites to be as secure as is reasonable using current good practice. No site is immune. Ongoing security, updates, patching, backups and monitoring are not included unless the quotation covers them under a support or care plan.
- 11.6 Content management systems, themes, plugins, frameworks and third party services are licensed to you by their owners on their terms. Their availability, behaviour, updates and continued existence are outside our control.
- 11.7 Where we provide or recommend hosting, we do not warrant uninterrupted or error free service, and we are not liable for loss, damage, cost or expense arising from hosting, downtime, data loss, malware or third party interference. Backups are your responsibility unless a support plan covers them.
- 11.8 Once a digital project is signed off as complete, further changes are chargeable at our day rate or against a support plan.
- 11.9 We do not guarantee search rankings, traffic, conversion rates or commercial performance. Where we deliver SEO or analytics work, it is technical and advisory, and results depend on factors outside our control.

Artificial intelligence

How we use AI, what we will not do with your material, and who owns what.

CONTINUED, 1 OF 2

We are transparent about this, because it matters to the value of what you are buying and to who owns it.

HOW WE USE AI

- 12.1 We may use AI Tools to support our work, for example in research, market and competitor scanning, transcription, note taking, first pass copy exploration, image reference gathering, mock up assistance, asset preparation, code assistance and admin.
- 12.2 Every Deliverable we hand over is directed, judged, edited and approved by a human designer. AI is a tool in the process, in the same way a camera, a stock library or a font is. It is not the author of the work.
- 12.3 We do not deliver purely AI generated output as final creative work. If a project genuinely calls for it, for example generative imagery as a stylistic choice, we will tell you in advance, in writing, and only proceed with your written agreement.
- 12.4 We will tell you, on request, which categories of AI Tool we have used on your project.

YOUR CONFIDENTIAL MATERIAL

- 12.5 We will not input your confidential information, unreleased products, commercially sensitive data, personal data, patient data or unpublished brand assets into a public or consumer AI Tool without your written consent.

- 12.6 Where we use AI Tools on client work, we use business or enterprise tiers configured so that inputs are not used to train the provider's models, where that setting is available. Where it is not available, we do not put your confidential material into that tool.
- 12.7 We will not use your Client Materials or the Deliverables to train any AI model, and we will not licence them to anyone else for that purpose.

AI CONTENT YOU SUPPLY

- 12.8 If you supply AI Content, tell us. Label it.
- 12.9 AI Content you supply is treated as reference and inspiration only. It is not approved creative direction, and it is not a specification we are obliged to execute. Bringing an AI generated logo, moodboard or layout to a kick off does not shorten the project or reduce the fee.
- 12.10 You warrant that you have the rights necessary to supply any AI Content to us, and clause 6.3 applies to it in full. This matters: AI Content can carry rights problems that are not visible on the surface, including material derived from protected work.
- 12.11 We may decline to reproduce, trace, redraw or finish AI Content where we consider doing so carries a legal risk or falls short of the standard we put our name to.

OWNERSHIP AND WARRANTIES

- 12.12 Because our Deliverables are the product of human authorship, we assign copyright in them to you under clause 7.2 in the normal way.

12

Artificial intelligence

CONTINUED, 2 OF 2

12.13 Copyright law in the UK and elsewhere gives limited or no protection to material generated without meaningful human authorship. Where a discrete element of a Deliverable is purely AI generated, and this will only ever happen with your written agreement under clause 12.3, we cannot and do not warrant that copyright subsists in that element, that it is protectable, or that it is free from third party rights. That risk sits with you and we will make it clear at the time.

12.14 Where you need it, we will keep and hand over a reasonable record of the human creative process behind the work, which helps evidence authorship if it is ever challenged.

AFTER HANDOVER

12.15 What you do with the Deliverables is your business. But please note the following.

12.16 If you feed the Deliverables into AI Tools for editing, restyling, upscaling, resizing, extending, generating variants or producing derivative work, the output is not our work, our warranties do not extend to it, and it must not be presented as ours or credited to us.

12.17 Do not submit the Deliverables to AI Tools as training data, and do not permit anyone else to.

12.18 Automated AI critique of our work is not feedback we are obliged to act on. We will happily discuss it with you, but rounds of amends generated by a machine are not covered by the allowance in clause 3.1.

12.19 We reserve the right to decline a change of scope that would turn the engagement into the execution or finishing of AI generated output.

13

Confidentiality and data protection

Your information stays yours. An NDA takes precedence.

- 13.1 We treat your information as confidential. We will not use it for our own benefit, or disclose it, other than as needed to deliver the project, and we will take reasonable steps to protect it.
- 13.2 Quotations, briefs and project documents passing between us are commercially confidential and should not be shared with third parties without written agreement.
- 13.3 Where a separate non disclosure agreement is in place between us, that agreement takes precedence on confidentiality.
- 13.4 We may need to share limited information with suppliers, such as printers, photographers, illustrators and developers, in order to do the work. We do so on a need to know basis, and our suppliers are bound to confidentiality.
- 13.5 Both of us will comply with the UK GDPR and the Data Protection Act 2018. Where we process personal data on your behalf, for example a mailing list or a set of case study interviews, we will do so only on your instructions, keep it secure, and delete or return it on request. Where separate processor terms are required, we will put them in place.
- 13.6 Do not send us personal data, and particularly special category data such as health data, that we do not need for the project.

14

Third party suppliers

Printers, photographers, developers and the rest.

- 14.1 We work with printers, sign makers and installers, photographers, illustrators, film makers, interior designers, developers and other partners, to give you a wider service than we could deliver alone.
- 14.2 Where we engage a supplier on your behalf, we manage them and stand behind the quality of the work. Where you engage them directly, that relationship and its risks are yours.
- 14.3 Where a supplier's goods carry a warranty, guarantee or indemnity, we will pass its benefit to you where we can. We give no warranty of our own on third party goods beyond that.
- 14.4 Materials and goods belonging to you, or bought on your behalf, are at your risk while in our possession or in transit to or from us. Insure accordingly.

15

Cancellation, postponement and termination

Fourteen days notice either way.

- 15.1 Either of us may end a project by giving 14 days written notice.
- 15.2 If you cancel, you pay for all work carried out up to the date of cancellation, all third party costs already committed, and any non recoverable supplier charges. Deposits are not refundable.
- 15.3 Where a project is cancelled after a stage has been signed off, that stage is payable in full.
- 15.4 If you postpone a project, we will do our best to accommodate a new slot, but we cannot guarantee the original timeline. A postponement of more than 30 days is treated under clause 5.6.
- 15.5 We may end a project immediately, and invoice for work done, if you fail to pay, repeatedly fail to provide the input we need, ask us to do something unlawful or unethical, or behave abusively towards our people or our suppliers.
- 15.6 If you become insolvent, enter administration or liquidation, have a winding up petition issued, or cannot pay your debts as they fall due, we may stop work immediately, charge for everything carried out and committed, and exercise a general lien over any of your goods and property in our possession, which we may dispose of after 14 days and apply the proceeds against the debt.
- 15.7 Termination does not affect any right or liability already accrued, and clauses 7, 8, 9, 12, 13 and 16 survive it.

16

Liability

Capped at the fees paid for the project.

- 16.1 We provide our services with reasonable care and skill.
- 16.2 Our total liability for any project, whether in contract, tort including negligence, breach of statutory duty or otherwise, is capped at the total fees you have paid us for that project.
- 16.3 We are not liable for indirect or consequential loss, or for loss of profit, revenue, business, contracts, anticipated savings, goodwill, reputation or data, however arising.
- 16.4 We are not liable for reprint, remake, recall, republication or remanufacture costs arising from an error present in material you signed off under clause 3.7.
- 16.5 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited.
- 16.6 All conditions, terms, representations and warranties not expressly set out in these terms are excluded to the fullest extent the law allows, including any implied warranty of satisfactory quality or fitness for a particular purpose.
- 16.7 Raise any defect or problem with the work in writing within 30 days of the final invoice date. We will not accept claims made after that period.
- 16.8 No claim may be brought against us unless you have notified us of it within one year of the issue arising.
- 16.9 We are not liable for delays, errors, omissions or losses caused by any third party.

17

Force majeure

Events outside anyone's control.

17.1 Neither of us is liable for failure to perform caused by events outside our reasonable control, including act of God, fire, flood, extreme weather, war, terrorism, civil unrest, epidemic or pandemic, government action, industrial action, failure of utilities, internet or telecommunications, cyber attack, and failure of a supplier for any of these reasons.

17.2 If such an event continues for more than 60 days, either of us may end the project by written notice, and clause 15.2 applies to what is payable.

18

Your information and warranties

The details you give us, and your authority to commission.

18.1 You warrant that the name, address, VAT and payment details you give us are correct, and you will tell us if they change.

18.2 You warrant that you have the legal right and authority to enter into this agreement and to commission the work.

18.3 Nothing in these terms creates a partnership, joint venture, employment or agency relationship between us. Neither of us may hold ourselves out as a representative of the other.

19

General

The plumbing. Entire agreement, notices, governing law.

- 19.1 These terms, together with the quotation and any document expressly referred to in them, form the entire agreement between us and supersede any earlier agreement, arrangement, proposal or conversation on the same subject. No spoken explanation changes their interpretation.
- 19.2 Where the quotation and these terms conflict, the quotation prevails.
- 19.3 Notices may be given by email or post to the address in this agreement or the most recent address notified in writing.
- 19.4 Neither of us may assign this agreement without the other's written consent.
- 19.5 If any provision is found to be unenforceable, the rest remains in force.
- 19.6 Headings and numbering are for convenience only.
- 19.7 We may revise these terms from time to time. A revision does not affect a project already accepted, which runs on the version in force at the date of acceptance.
- 19.8 No third party has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.
- 19.9 These terms are governed by the law of England and Wales, and both of us submit to the non exclusive jurisdiction of the English courts.
- 19.10 Your statutory rights are not affected.

Anything here unclear? Please ask.

If something does not fit how you work, tell us and we will look at changing it.

Thank you for working with us

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