



## Terms of Engagement

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### Simple Design Works Ltd

Company number: 09048314

Registered office: County House, St Mary's Street, Worcester, WR1 1HB

VAT number: GB 184 2337 06

Website: [www.simpledesignworks.co.uk](http://www.simpledesignworks.co.uk)

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### 1. Ownership of Work

All intellectual property (IP) created by Simple Design Works Ltd (SDW) during the course of a commissioned project, including but not limited to design, CAD models, drawings, visuals, documentation and prototypes, shall be the exclusive property of the client once all fees due have been paid in full.

### 2. Project Proposal and Flexibility

The project is delivered in clearly defined stages, each with its own scope and fee. Clients are under no obligation to proceed beyond any stage already completed and paid for. We recognise that innovation is an iterative process and reserve the right to adapt or review the project direction at strategic points to ensure continued alignment with your goals.

### 3. Payment Terms

Each stage is invoiced separately. Work on any stage will only proceed once cleared payment is received. While we aim to be prompt, scheduling is subject to studio capacity.

SDW reserves the right to suspend the services, in whole or in part, with immediate effect where any invoice remains unpaid after the due date, without prejudice to any other rights or remedies available to it.

Late payments will accrue interest at a rate of eight percent (8%) above the Bank of England base rate, calculated daily from the due date until payment is received in full. SDW also reserves the right to recover reasonable costs associated with the collection of overdue amounts, in line with Late Payment of Commercial Debts legislation.

### 4. Timescales

All dates, milestones and timelines provided by SDW are estimates only and are given for planning purposes. In accordance with the law of England and Wales, time shall not be of the essence in relation to the performance of the services unless expressly agreed in writing and signed by both parties.

Timescales do not form part of the Client's contractual rights or SDW's contractual obligations. SDW shall not be liable for any delay caused by technical complexity, third-party dependencies, regulatory requirements, changes in scope, client instructions or approvals, or other factors outside SDW's reasonable control.

SDW will use reasonable skill and care, as required under the Supply of Goods and Services Act 1982 and the common law of England and Wales, to perform the services within a reasonable time. Where delays arise, SDW will notify the client as soon as reasonably practicable.

The client is advised not to book or commit to dependent activities, including but not limited to product launches, photography, marketing campaigns, investor meetings, tooling commitments or manufacturing slots, until the relevant deliverables have been formally reviewed and approved in writing.

## **5. Modifications and Additional Work**

Modifications to approved deliverables or work outside the agreed stage scope will be quoted and billed separately. Major changes of direction, new concept variants or additional rounds of design development are outside the agreed scope unless specifically agreed.

## **6. Postage and Shipping**

Prototypes sent via Royal Mail Special Delivery are included at no cost. If you prefer or require a courier, the cost will be passed on at cost price. We do not charge for packaging or handling.

## **7. Cancellation**

Once a project stage has been approved and paid for, it is considered formally commissioned. From that point, the stage cannot be cancelled and is non-refundable.

If the Client chooses not to proceed with, pauses or otherwise prevents completion of a commissioned stage, the full fee for that stage remains payable, regardless of whether SDW completes all or part of the work.

Payment of a stage confirms the Client's instruction for SDW to allocate resources and capacity to that stage, and fees reflect this commitment. Funds paid in respect of a commissioned stage may not be transferred, credited or reallocated to a different project stage or to any alternative scope of work.

## **8. Consultation and Communication**

A reasonable level of contact (via phone, video and email) is included per stage. Extended advisory work outside the agreed scope, particularly strategic advisory support, may be billed separately. Travel is charged at the current HMRC approved mileage rate plus travel time.

## **9. Intellectual Property Advice and Freedom-to-Operate**

SDW does not provide legal advice regarding IP, including but not limited to:

- Patentability or registrability
- Infringement risk
- Freedom-to-operate assessments
- Validity of third-party rights
- IP searches or clearance work.

We are not qualified IP practitioners.

The client is solely responsible for securing appropriate IP protection and conducting all relevant due diligence. You are strongly advised to seek independent legal advice from a qualified patent or trademark attorney.

SDW accepts no liability for any losses arising from the client's failure to secure appropriate IP protection or legal clearance.

## 10. Standards, Regulatory Requirements and Compliance

SDW does not provide formal compliance, regulatory or legal guidance. We are not specialists in product regulation, certification, conformity assessment or standards.

It is the client's responsibility to:

- Identify all relevant standards, regulations and directives
- Provide accurate and complete compliance requirements to us
- Obtain appropriate external testing, certification or regulatory approvals.

Any compliance-related advice we may offer is non-binding and based on experience only.

SDW accepts no liability for compliance failures, enforcement actions, penalties or corrective measures.

## 11. Design Responsibility and Client Decision-Making

We operate as a strategic product design consultancy. Our role is to explore options, provide recommendations and support your decision-making, not to make decisions on your behalf.

The client retains full responsibility for:

- Final design selection
- Commercial and functional decisions
- Risk assessments
- Material and performance choices
- All implications of chosen design routes.

SDW accepts no responsibility for consequences arising from decisions made by the client or actions taken based on options we present.

## 12. Prototype Use and Limitations

Prototypes (including functional, visual or early proof-of-concept builds) are supplied strictly for internal evaluation. Unless expressly stated:

- Prototypes are not production-representative
- They may not reflect final safety, performance or durability
- They must not be distributed to customers, end-users or regulators
- They may not be used for certification, clinical trials or public demonstrations.

All prototype use is at the client's own risk.

## 13. Third-Party Suppliers and Manufacturers

Where SDW introduces external suppliers (e.g., toolmakers, test houses, fabricators or manufacturers), these recommendations are offered in good faith but without warranty. The client contracts directly with such suppliers and bears all associated risk.

We accept no liability for:

- Delays
- Defects
- Cost increases
- Failures or errors caused by third parties.

## 14. Limitation of Liability

To the fullest extent permitted by law, and subject always to the exclusions set out below:

### a) Aggregate Liability Cap

SDW total aggregate liability arising out of or in connection with the services, the deliverables, any product, or the agreement (whether in contract, tort [including negligence], misrepresentation, breach of statutory duty or otherwise) shall be limited to the total fees paid by the client for the relevant project stage to which the claim relates.

Where services are delivered on a staged, call-off or milestone basis, liability shall be limited per stage, and SDW shall have no liability in excess of the fees paid for that specific stage.

### b) Excluded Losses

SDW shall not be liable for any:

- Indirect, consequential, special or punitive losses
- Loss of profit, loss of revenue, loss of anticipated savings
- Loss of business, loss of contracts, loss of goodwill or reputation
- Loss or corruption of data
- Economic loss arising from delay, rescheduling or market conditions whether foreseeable or otherwise, even if SDW has been advised of the possibility of such losses.

### c) Product Design, Manufacture and Use

The client acknowledges that SDW provides product design and consultancy services, not manufacturing, assembly, certification or end-use control unless expressly agreed in writing.

Except where expressly stated otherwise: SDW shall not be liable for defects arising from manufacture, assembly, installation, maintenance, misuse, modification or use of a product.

### d) Mandatory Legal Exceptions

Nothing in these Terms shall exclude or limit SDW's liability for:

- Death or personal injury caused by SDW's negligence (as prohibited by the Unfair Contract Terms Act 1977)
- Fraud or fraudulent misrepresentation
- Any other liability which cannot be lawfully excluded or limited under the laws of England and Wales, including liability arising under the Consumer Protection Act 1987 where applicable.

### e) Reasonable Skill and Care

SDW's services are provided using reasonable skill and care in accordance with the Supply of Goods and Services Act 1982. No other warranties, conditions or representations are given, whether express or implied, to the maximum extent permitted by law.

f) Insurance and Risk Management

Clients are responsible for carrying appropriate insurance to cover commercial, product, manufacturing, public liability, product liability, recall and market exposure risks associated with their product and its use.

## 15. Client-Provided Information and Materials

The Client warrants that all information, data, materials and instructions provided to SDW are complete, accurate and fit for purpose. Any delay, rework, error or additional cost arising from incomplete, inaccurate or misleading information or instructions shall be chargeable to the client at SDW's standard rates.

SDW shall treat all client confidential information as confidential and shall handle such information responsibly and in accordance with good industry practice. Confidential information shall not include information that is or becomes publicly available through no fault of SDW, was lawfully known to SDW prior to disclosure, or is independently developed by SDW without reference to the client's confidential information.

SDW will process any personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Details of how SDW collects, uses, stores and protects personal data are set out in SDW's [Privacy Policy](#).

Unless otherwise agreed in writing, SDW may retain and use non-confidential and anonymised learnings, methodologies, know-how and insights gained during the provision of the services for internal development, training, quality improvement and business development purposes, provided that such use does not disclose the Client's confidential information, IP or personal data.

## 16. Acceptance of Deliverables

Deliverables will be deemed accepted automatically after 30 days from delivery, unless the client provides written feedback within this period.

Requests for amendments after acceptance may incur additional charges.