

Studio Acuity – Terms & Conditions of Business

Issue date: 01 June 2026

These Terms & Conditions apply to all services provided by Studio Acuity Limited unless otherwise agreed in writing.

1. Definitions

“Studio Acuity” refers to Studio Acuity Limited.

“Client” refers to the person, company, or organisation engaging Studio Acuity.

“Services” refers to consultancy, design, technical, project, or related services provided by Studio Acuity.

2. Basis of Engagement

All work undertaken by Studio Acuity shall be governed by these Terms & Conditions together with any agreed proposal, quotation, scope document, or change order.

Any amendments or additions to the agreed scope must be approved in writing by both Parties before implementation.

3. Scope of Services

Studio Acuity will provide services as described in the agreed proposal, quotation, or scope documentation.

Verbal requests or informal discussions shall not constitute approved scope changes unless confirmed in writing.

Where requested services fall outside the agreed scope, Studio Acuity reserves the right to issue a variation or change order outlining any associated programme and fee impacts.

4. Fees & Payment Terms

Invoices are payable within thirty (30) calendar days from the invoice date unless otherwise agreed in writing.

Studio Acuity reserves the right to charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

For longer-term engagements, Studio Acuity may invoice monthly, by agreed milestones, or via staged payments as outlined in the proposal or agreement.

The Client shall not withhold payment for undisputed invoices.

5. Expenses

Reasonable project-related expenses may be rechargeable where agreed with the Client.

Such expenses may include travel, accommodation, subsistence, specialist printing, courier costs, and third-party software or services.

Public transport is preferred where practical. Mileage may be charged at an agreed rate where vehicle travel is necessary.

6. Delays & Suspension

Where project delays occur outside the reasonable control of Studio Acuity, programme adjustments and prolongation costs may apply.

Studio Acuity reserves the right to suspend services where invoices become overdue or where continued delay materially impacts planned resource allocation.

Any suspension shall not relieve the Client of payment obligations for services already performed.

7. Intellectual Property

Upon full payment of all applicable fees, the Client shall own the final deliverables specifically produced for the engagement.

Studio Acuity retains ownership of all underlying intellectual property, including methodologies, templates, workflows, processes, know-how, tools, and pre-existing materials.

Studio Acuity reserves the right to reuse non-client-specific knowledge and experience gained during the project.

8. Confidentiality

Both Parties shall keep confidential any non-public information disclosed during the engagement.

Studio Acuity may engage trusted subcontractors or specialist consultants where necessary to deliver the Services. Any such parties shall be subject to appropriate confidentiality obligations and non-disclosure arrangements.

9. Subcontracting

Studio Acuity reserves the right to use suitably qualified subcontractors, consultants, or specialist suppliers where appropriate to support project delivery.

Studio Acuity remains responsible for the management and coordination of such resources unless otherwise agreed.

10. Liability

Studio Acuity shall exercise reasonable skill, care, and diligence in the performance of the Services.

To the fullest extent permitted by law, Studio Acuity's total aggregate liability arising out of or in connection with the Services shall be limited to the total fees paid by the Client for the specific engagement giving rise to the claim.

Studio Acuity shall not be liable for indirect or consequential losses, loss of profit, loss of business opportunity, or delays caused by third parties, client teams, or force majeure events.

11. Client Responsibilities

The Client shall provide timely access to information, decisions, approvals, and relevant stakeholders required to enable delivery of the Services.

Studio Acuity shall not be responsible for delays resulting from incomplete information, late approvals, or changes instructed by the Client or third parties.

12. Termination

Either Party may terminate the engagement in writing where the other Party commits a material breach of these Terms, payment remains overdue following reasonable notice, or the project is suspended indefinitely.

The Client shall pay for all Services and expenses incurred up to the termination date.

13. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales.

The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. Contact

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