



CLIENT TERMS & CONDITIONS

These terms form the basis of a working agreement between **Truene Creative Ltd** (referred to as "we," "our," or "Truene") and the client engaging our services (referred to as "you"). By confirming a project or signing a proposal, you agree to the terms below.

By signing a contract and/or making payment to Truene Creative, you are agreeing to the terms and conditions set out below. These terms outline how we work, the rights of both parties, and the ownership of all creative materials produced.

1. SCOPE OF SERVICE

All services will be outlined in a written proposal, estimate, or service agreement. This document will include a description of work, estimated fees, timelines, and what's included or excluded.

We take a tailored approach to every client — no templates, no shortcuts — but once the scope is agreed, it forms the basis of the work we deliver. If you'd like to add to or change the scope during the project, we're happy to accommodate, but this may incur additional costs or extend timelines.

Any additional work not explicitly stated in the proposal (including but not limited to extra rounds of revisions, additional meetings, or changes to final deliverables) may be billed separately at our prevailing hourly or project rate.

2. FEES, DEPOSITS & PAYMENT TERMS

Unless otherwise agreed in writing:

- A **50% deposit** is required before any work begins. This secures the project slot and confirms your commitment.
- The remaining **50% is payable upon completion**, or in agreed milestones for longer-term projects.

- For monthly retainers, **invoices are issued monthly in advance**, with 14-day payment terms.
- All fees are quoted exclusive of VAT unless explicitly stated.

Late payments may result in paused work or delayed delivery. We reserve the right to charge interest under the **Late Payment of Commercial Debts (Interest) Act 1998** for any invoices unpaid beyond agreed terms.

Work delivered remains the property of Truene Creative until payment is made in full.

3. TIMELINES & CLIENT RESPONSIBILITIES

We provide realistic timelines based on experience and current capacity. Meeting those timelines depends on timely input, feedback, and approvals from your side. If delays occur due to lack of feedback or availability, delivery dates may shift.

You agree to:

- Appoint a single point of contact for approvals and feedback
- Provide all relevant assets, information, and access needed to complete the work
- Review and respond to deliverables within a reasonable time (typically 3–5 working days)

We cannot be held responsible for delays caused by missed responses, changes in internal direction, or access issues.

4. REVISIONS & FEEDBACK

Most projects include **two rounds of revisions** at each key stage (e.g. logo design, website mockups, copy drafts). Additional revisions will be quoted separately and must be approved before work proceeds.

Revisions must relate to the original scope and brief. Major strategic changes, new deliverables, or rebriefing mid-project may be treated as new work.

5. INTELLECTUAL PROPERTY & USAGE RIGHTS

Once the final invoice has been paid in full, you'll have full usage rights and ownership of the *final approved deliverables* listed in your agreement. This covers completed materials such as logos, finished artwork, and live website content.

However, all *working files* — including editable design files, drafts, templates, and unused concepts — remain the intellectual property of Truene Creative. These form part of our design process and are not included in the final deliverables unless a handover of editable files has been agreed and paid for separately.

We also reserve the right to retain and adapt any unused concepts for future projects where appropriate. Our work may not be altered, reused, or republished in a way that misrepresents the original design or could negatively impact our professional reputation. Truene Creative retains the right to showcase completed work (excluding confidential material) in our portfolio, social media, and marketing materials unless otherwise agreed in writing before the project begins.

Retainer Agreements:

Retainers cover ongoing design and marketing support as outlined in the monthly plan. Editable or working files are not transferred while an active retainer is in place. Should a retainer end and the client wish to take over creative control, editable files can be purchased as part of a formal handover package.

All unused retainer hours expire at the end of the month and do not roll over unless otherwise agreed in writing.

Brand Consistency

To maintain design quality and protect your brand integrity, all edits, resizes, or updates should be carried out by Truene Creative or approved by us before publication. This avoids issues such as print errors, layout shifts, or off-brand reproductions.

Third-Party Usage

Clients may not transfer, sell, or distribute Truene Creative's work to third parties for reuse or adaptation without written consent. This includes freelance designers, internal teams, or other agencies.

6. CANCELLATION, PAUSING & TERMINATION

You may cancel or pause a project at any time with written notice. In such cases:

- Any work completed to date will be invoiced, and
- Deposits are non-refundable once work has started.

We reserve the right to cancel a project if:

- Payment is not received on time
- Communication becomes unreasonably delayed or difficult
- The working relationship breaks down

In the event of cancellation by either party, all unpaid work to date will be invoiced and payable within the agreed terms.

7. CONFIDENTIALITY & DATA PROTECTION

We treat all information shared with us as confidential. We won't share your materials, strategy, financials, or other private details with third parties without permission.

You agree to keep any behind-the-scenes information shared by us (e.g. pricing, internal process documents, proprietary tools) confidential as well.

Both parties agree to comply with the UK GDPR and Data Protection Act 2018 when handling any personal data shared as part of the work.

8. LIABILITY & WARRANTIES

We provide our services with due care, skill, and professionalism. However, we cannot guarantee specific results or outcomes, particularly where client-led implementation, external algorithms (e.g. social media or search), or third-party providers are involved.

To the fullest extent permitted by law:

- Our liability is limited to the total amount paid by you for the services in question.
- We are not liable for any indirect or consequential loss, including loss of income, goodwill, or reputation.

9. PORTFOLIO USE & ATTRIBUTION

We're proud of the work we create and like to share it in our portfolio, social channels, and award entries. Unless you ask us not to in writing, we may reference your project (after launch) in a way that showcases the work we've done.

For white-label or sensitive projects, we're happy to agree on limitations around attribution in advance.

10. GOVERNING LAW

These terms are governed by and interpreted in accordance with English law, and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.