



PARTNERSHIP TERMS & CONDITIONS

These terms govern all working arrangements between **Truene Creative Ltd** (referred to as “Truene,” “we,” or “our”) and any individual or organisation (“the Partner”, “you”, or “your”) engaged to deliver services on behalf of or in collaboration with Truene Creative. By agreeing to provide services, the Partner accepts these terms in full.

1. RELATIONSHIP OF THE PARTIES

- The Partner operates as an independent contractor, not as an employee, agent, or legal representative of Truene Creative.
- Nothing in this agreement shall be interpreted as creating a joint venture, partnership, employment, or agency relationship.
- The Partner shall have no authority to bind or represent Truene in any legal or commercial capacity unless expressly authorised in writing.

2. ENGAGEMENT & SCOPE OF WORK

- The scope of services will be agreed in writing before work begins.
- All services must be carried out in accordance with the agreed brief, deadlines, and quality standards.
- Any additional work, including changes in direction, revision rounds beyond the agreed number, or added deliverables, must be scoped and agreed in writing before being undertaken.
- Truene reserves the right to reject or request revisions to any work that does not meet the agreed standards or project brief.

3. CONFIDENTIALITY & NON-DISCLOSURE

- The Partner agrees to treat all information relating to Truene, its clients, and associated projects as strictly confidential.
- This includes but is not limited to: strategy documents, creative materials, internal communications, client contact details, project pricing, and unpublished work.
- Confidentiality obligations shall survive the termination of this agreement.
- The Partner must not disclose, publish, or share any part of the project, client names, or deliverables publicly without prior written consent from Truene.
- Where relevant, both parties agree to comply with UK GDPR and Data Protection Act 2018 regarding the use and protection of personal data.

4. WHITE-LABEL SERVICES

- Where services are provided under a white-label arrangement, all deliverables must be presented to the client as coming from Truene Creative.
- The Partner must not contact the client directly unless authorised in writing.
- No branding, watermarks, or metadata may reveal the Partner's identity or business unless otherwise agreed.
- The Partner may not reference the project publicly or include the work in their portfolio without prior written approval.

5. BRAND REPRESENTATION & CONDUCT

- The Partner must uphold the professionalism, tone, and brand values of Truene Creative at all times.
- All communication must be timely, respectful, and aligned with the standards expected of a client-facing creative agency.
- Any behaviour that damages or risks damaging the reputation of Truene Creative may result in immediate termination of the agreement.

6. INTELLECTUAL PROPERTY

- All intellectual property rights in the final approved deliverables, where applicable, shall be transferred to Truene or its client upon full payment.
- Any working files, drafts, concepts, or unused ideas remain the property of Truene or the Partner, as agreed per project.
- The Partner may not reuse, repurpose, or redistribute project assets without written permission.

- For portfolio use, written permission must be granted before any final work is published or credited.

7. FEES, PAYMENT TERMS & MARGINS

- Fees must be agreed in writing prior to the commencement of any work.
- Invoices must be issued in accordance with agreed timelines and must clearly reference the project or client name.
- For white-label projects, the Partner will supply work at a wholesale rate or agree to a revenue split, typically:
 - Fixed wholesale fee with a 30–50% margin applied by Truene, or
 - Revenue share split (e.g. 65% Partner / 35% Truene), depending on the scope and involvement.
- Unless otherwise agreed, payment terms are 30 days from the invoice date or within 7 days of Truene receiving cleared payment from the client.
- No expenses or additional charges may be claimed without prior written approval.

8. CONFLICTS OF INTEREST

- The Partner must notify Truene of any potential conflict of interest, including concurrent work with directly competing clients in the same sector or geographic area.
- The Partner agrees not to approach or accept work from Truene clients directly during or within 6 months of any collaborative project, without prior written consent.

9. DELAYS, DEPENDENCIES & DELIVERY STANDARDS

- The Partner is expected to meet all agreed deadlines and to deliver work that is complete, correct, and consistent with the brief.
- If delays occur due to illness, availability, or unforeseen circumstances, the Partner must notify Truene as soon as possible.
- Truene reserves the right to reassign the work or terminate the engagement if delivery is repeatedly late or substandard.

10. LIABILITY & WARRANTIES

- The Partner warrants that all work submitted is original, does not infringe any intellectual property rights, and is free from plagiarism or unlicensed use.

- Truene accepts no liability for losses arising from errors or omissions in Partner work unless due to proven negligence.
- The Partner's total liability shall be limited to the amount paid for the services in question.

11. TERMINATION

- Either party may terminate this partnership with 14 days' written notice, or immediately if there is a material breach of these terms.
- In the event of termination:
 - All completed work to date must be delivered within 5 working days
 - Any outstanding fees for work delivered will remain payable
 - Access to client materials, shared folders, and platforms must be revoked or returned
- Truene reserves the right to withhold payment for incomplete or substandard work.

12. GOVERNING LAW

These terms are governed by and shall be construed in accordance with English law. Any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.