

TPD Creative – Client Engagement Agreement

This Agreement outlines the terms under which we provide digital design, branding, marketing, website, graphic design, consultancy, videography, content creation and associated services.

We don't love that contracts, agreements and documents like this are required. In an ideal world, we'd do good work and be paid fairly for it without paperwork or complications. But we know these documents give our clients peace of mind and also help protect us from the odd dodgy one out there. So here it is.

BACKGROUND:

A. The Client is of the opinion that the TPD Creative has the necessary qualifications, experience and abilities to provide services to the Client.

B. TPD Creative is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

1. ENGAGEMENT TYPES

We work across three types of engagement models:

A. Ad-Hoc Engagement

- Services provided on a flexible, on-demand basis.
- Billed at £75/hour + VAT, unless otherwise agreed in writing.
- Work will be carried out at our discretion with no formal sign-off required for time allocation.
- We reserve the right to spend the time required to complete the task to our standards. You agree to pay for all hours logged unless agreed in writing otherwise.
- By requesting work, you authorise TPD Creative to proceed and commit to pay for time spent regardless of subjective satisfaction.
- If you give us a budget cap or ask for an estimate, we will try to work to it and notify you if we are nearing it. However, in time-sensitive situations, we will prioritise delivery over admin. If work needs doing quickly, we will get it done and bill accordingly.
- A useful tip for ad-hoc clients: be clear and decisive with instructions if budget is a concern. If you ask us to change something, then change it again, then change it back, you will be billed for that time.

B. Project Engagement

- Defined, scoped work with an agreed timeline and deliverables.

- Pricing will be confirmed and agreed in writing before commencement.
- Full terms, deliverables, or scope may be documented in a separate agreement or confirmation email.
- All pricing is based on a defined scope and fair assumptions made at the time of quoting. If a project exceeds those assumptions due to extended revisions, added complexity, or shifts in direction, we may require additional payment to reflect the extra work. We'll always aim to flag this in good time and discuss options with you. However, in time-sensitive situations, we will prioritise delivery over admin. If work needs doing quickly, we will get it done and bill accordingly
- Unless otherwise stated, all deliverables include a maximum of two rounds of revisions. Additional revisions may be subject to further charges.

C. Ongoing Retained Engagement

- Services delivered over an extended period (generally exceeding 6-months) via a monthly retainer.
- Pricing and scope agreed in writing in advance.
- Adjustments to scope or services may require a revised agreement or addendum.
- Unless stated otherwise in writing, we require notice by the end of one month for termination at the end of the following month.

2. PAYMENT TERMS

- Payment terms are 10 days from invoice date unless otherwise agreed in writing.
- Late payments will incur statutory interest at 8% per annum above the Bank of England base rate, accruing daily, under the Late Payment of Commercial Debts (Interest) Act 1998.
- For projects and retainers, staged or upfront payments may be required.
- You agree to pay for all services delivered in good faith by TPD Creative, regardless of subjective opinion or internal changes in direction.

3. INTELLECTUAL PROPERTY

- Intellectual Property ("IP") in any design, content, concept, wording, branding or material produced by TPD Creative remains the sole property of TPD Creative until full payment has been received.
- Upon final payment, all IP rights for agreed deliverables will transfer to the Client.
- Until paid in full, TPD Creative reserves the right to:
 - Withhold final files/deliverables.
 - Reuse, repurpose or resell the work as it sees fit.
- IP not specifically delivered as part of the engagement (e.g. drafts, concepts, unused versions) remains the property of TPD Creative.
- The Client accepts full responsibility for the legal usage and registration of final IP.

4. LEGAL RESPONSIBILITY & COPYRIGHT

- By sending us any materials (logos, footage, copy, music, imagery etc), we will assume you have full legal permission to use these on your project.
- We make every effort to ensure our output does not infringe on existing rights. If we believe a license is needed, we will always flag it.
- TPD Creative accepts no liability for any claims, disputes or actions arising from:
 - Similarities between your brand or materials and existing third-party assets.
 - Use of third-party music, footage, fonts, or other content provided by or approved by the client.
 - Content posted, published or used by you beyond the original scope or intention.
 - Misuse, misrepresentation, or infringement caused by Client-led changes post-delivery.
- By engaging TPD Creative, you agree to indemnify and hold us harmless from any such claims.

5. FEEDBACK & CREATIVE JUDGEMENT

- TPD Creative is a creative partner. You are engaging us for our expertise, judgement and direction.
- You may not like everything we produce. However, unless previously agreed otherwise, you are still required to pay for time spent or deliverables provided.
- Constructive feedback is encouraged, but subjective preference does not warrant withheld payment.

6. CANCELLATION & TERMINATION

- Unless stated otherwise in writing, retained engagements require notice to be given by the end of one calendar month, with termination taking effect at the end of the following
- All work completed up to termination will be invoiced in full.
- Ad-hoc work can be stopped at any time by either party, but all time already logged is payable.

7. LIABILITY

- TPD Creative shall not be liable for any loss of profits, revenue, or business interruption arising from use or delivery of our services. Total liability under this Agreement shall not exceed the total fees paid by the Client under the relevant project or engagement.

8. CONFIDENTIALITY & PUBLICITY

- Unless otherwise stated in writing, we assume our involvement with your business is not confidential. We may reference your company or partnership publicly.
- Specific details of the engagement, pricing or strategy will be treated as confidential, though not under strict NDA. If strict confidentiality is required, we're happy to sign a Non-Disclosure Agreement.

9. PORTFOLIO & PUBLICITY RIGHTS

- TPD Creative reserves the right to display completed work in our portfolio, website, case studies, and promotional materials, unless agreed otherwise in writing.

10. CLIENT DELAYS

- If delays are caused by the Client (e.g. lack of feedback, missing assets), project timelines may be extended. We won't be held responsible for any delays or consequences resulting from this. TPD Creative is not responsible for missed deadlines resulting from Client inaction.

11. THIRD-PARTY PLATFORMS AND LICENCES

- TPD Creative may use third-party tools (e.g. hosting platforms, fonts, plugins, or stock content).
- Any ongoing costs, renewals or licence liabilities remain the Client's responsibility unless otherwise agreed.

12. FORCE MAJEURE

- Neither party shall be liable for failure to perform obligations due to unforeseen circumstances beyond reasonable control, including acts of God, technical outages, pandemics, or legal restrictions.

13. NON-EXCLUSIVITY

- TPD Creative works with a range of clients and industries.
- This Agreement does not imply exclusivity, and TPD Creative may engage with other clients in similar sectors.