Business Entity:	Keep Creative! ("Consultant", "I", "my")	**Website Terms:**	www.keepcreative.uk
Governing Law:	England & Wales	**Effective Date:**	October 2026

By executing a Scope of Work, paying a deposit invoice, submitting an online booking form, or issuing a client contract referencing these terms, you explicitly agree to be bound by the following Terms & Conditions for all creative services rendered by Keep Creative!.

1. WRITTEN AGREEMENTS & ENGAGEMENT FRAMEWORK

- **Mandatory Agreement:** Every project or retainer requires a written agreement and a paid deposit in advance before any creative research, design ideation, asset production, or shoot scheduling commences.
- **Forms of Contract:** Engagements are governed via an official Keep Creative! Scope of Work or Booking Form (referencing these Terms) or via a written client contract, provided both parties execute the document in writing.
- **Scope of Offerings:**
  - **The Strategic Growth Framework:** Standalone consulting delivering brand positioning audits, messaging direction, and strategic playbooks with team walkthroughs.
  - **The Fractional Creative Director:** Freelance retainer providing ongoing senior creative leadership, campaign strategy, design or creative asset production, marketing collateral, brand design, and creative oversight.

2. PAYMENT TERMS & INVOICE GOVERNANCE

- **Mandatory Upfront Deposit:** A minimum 50% deposit (or agreed phased deposit tier) is strictly required prior to project kickoff.
- **Default Four Milestone Schedule:** Unless specified otherwise in a signed Scope of Work, standard project fees follow: 50% upfront deposit, 20% planning milestone, 20% initial asset delivery, and 10% on the exact day of final handover.
- **Payment Terms:** All individual invoices are strictly due within **14 days** of the date of issuance.
- **Late Payment Interest & Statutory Compensation:** Pursuant to the *Late Payment of Commercial Debts (Interest) Act 1998*, Keep Creative! reserves the right to charge statutory interest on overdue invoices at 8% above the Bank of England base rate per annum, calculated daily. Overdue accounts will incur statutory compensation fees:
  - GBP 40 for unpaid balances up to GBP 999.99
  - GBP 70 for unpaid balances from GBP 1000.00 to GBP 9999.99
  - GBP 100 for unpaid balances of GBP 10000.00 or more
- **Service Suspension:** Overdue accounts will result in immediate work suspension, shoot cancellation, asset withholding, and release pauses.

3. INTELLECTUAL PROPERTY, COPYRIGHT & ASSET RIGHTS

- **Copyright Ownership:** Keep Creative! owns and retains full legal copyright and intellectual property rights over all original branding, graphic design, campaign concepts, marketing assets, photography, film footage, playbooks, and creative deliverables created as a contractor.
- **Conditional Asset Handover:** Legal rights and visual asset licenses transfer to the Client only upon receipt of 100% full cleared payment.
- **Included Social Media Usage License:** Photos and video content created are licensed for standard social media channels at no additional cost.
- **Excluded Extended Usage:** Standard fees explicitly exclude broadcast media (TV, radio, cinema, streaming ads), print advertising, book covers, artwork, or secondary commercial collateral. Extended usage requires separate licensing agreements and additional fees.
- **Working Files & Raw Footage:** Raw video rushes, unrendered project files, working Illustrator artboards, and source files remain the exclusive property of Keep Creative! unless explicitly purchased under a dedicated licensing addendum.

4. REVISIONS, SCOPE CREEP & CLIENT DELAYS

- **Consolidated Feedback:** All requested revisions must be submitted in single, consolidated feedback batches per review round.
- **Out of Scope Work:** Any requests beyond the agreed Scope of Work will be quoted separately as a Change Order and require written sign off prior to execution.
- **Project Freeze & Delays:** If a project is delayed or paused by the Client for more than 21 consecutive days, Keep Creative! reserves the right to invoice for all work completed to date and reschedule remaining deliverables based on current availability.

5. CANCELLATION & REFUND POLICY

- **No Refunds:** All sales are final. Keep Creative! does not offer refunds on deposits, subscription retainers, or completed consulting services.
- **Pre Commencement Cancellation:** Upfront deposits are strictly non refundable within 30 days of the scheduled project start date.
- **Active Contract Termination:** Contracts cannot be retroactively cancelled once work commences. Early termination by the Client triggers full financial liability for all remaining installment milestones and third party costs incurred.

6. GOVERNING LAW & JURISDICTION

These terms and any contracts formed hereunder are governed exclusively by the laws of England & Wales. Both parties submit to the exclusive jurisdiction of the English courts.

CONTACT & LEGAL NOTICES
Keep Creative! • www.keepcreative.uk • hello@keepcreative.uk
For formal legal notices or extended licensing inquiries, please email using the contact details above.