

our kid

OUR KID CREATIVE LTD

Terms of Business

Standard terms and conditions for the supply of creative, content and social-first marketing services

Our Kid Creative Ltd #17423958— Registered office: 104 The Street, Rustington, West Sussex, BN16 3NJ — Company registered in England and Wales

Introduction

This document sets out the detailed terms and conditions on which Our Kid Creative Ltd (“we”, “us”, “our”, “Our Kid”) provides services to you, our client (“you”, “your”, the “Client”). It sets out our ways of working, how we handle organic and paid social, ownership of what we make, and the fees payable.

Our Kid is a social-first creative agency. Alongside the commercial and legal protections you'd expect from any agency terms, this document reflects how that work actually happens: fast-moving content, platform-native formats, community management, shifting algorithms and third-party platform rules that neither party controls. Clauses 6 and 7 deal with this directly.

Each specific piece of work is set out in a Statement of Work (“SOW”). A SOW and these Terms of Business together form the binding contract between us (the “Agreement”). Where a SOW conflicts with these Terms of Business, the SOW prevails for that piece of work only.

1 General

1.1 These Terms of Business apply to all Services performed by us for you, subject to any variation agreed in a SOW or otherwise in writing. A SOW and these Terms of Business together form the Agreement between us.

1.2 Capitalised terms not otherwise defined in the body of these Terms of Business have the meaning given to them in Schedule 1. Where a provision in these Terms of Business conflicts with a provision in a SOW, or is amended by agreed Special Terms, the SOW prevails.

1.3 We are a creative agency built for the modern attention economy. Our starting point is social behaviour, expanded into wider brand experience, not social treated as a bolt-on distribution channel. That positioning shapes how the clauses below are written, particularly around platform accounts, community management and content ownership.

2 Appointment and Statements of Work

2.1 During the Term, we will perform the Services and, where relevant, supply the Deliverables to you in accordance with an agreed SOW.

2.2 We may agree new pieces of work from time to time by agreeing a new SOW with you in writing. Once a SOW has been signed (or otherwise confirmed in writing, including by email) by both the Our Kid Lead and the Client Lead, it automatically forms part of the Agreement.

2.3 Where Services are provided on a retainer basis, the SOW sets out the scope, cadence and fee for the retainer period. Work that falls outside the agreed scope is a variation under clause 8.

3 Term

3.1 Subject to clause 3.2, this Agreement commences on the date it is last signed (the “Effective Date”) and continues until terminated in accordance with clause 16, or until either party gives the other not less than one month's written notice to terminate the Agreement generally (as distinct from an individual Project or retainer, which follows its own SOW).

3.2 Each Project or retainer period runs from its Project Commencement Date to its Project Completion Date (or, for a retainer, continues on a rolling basis until terminated under the notice period set out in the SOW), subject to earlier cancellation or termination under clauses 8 and 16.

4 Your Obligations

4.1 You are responsible for specifying your requirements for the Services and Deliverables fully and clearly, including a description of the Services required, ensuring these are reflected in the SOW, and providing clear ongoing instructions.

4.2 You will act in good faith and provide reasonable cooperation, including:

- access to your brand assets, platform accounts, tone of voice guidance, data and other materials reasonably required for us to perform the Services;
- timely provision of accurate and complete information, approvals and sign-off, in line with the response windows set out in clause 7;
- administrator or equivalent access to the social, email and website platforms named in the SOW, granted promptly and kept current for the duration of the Project; and
- prompt notice of any brand, legal, safeguarding or regulatory constraints that affect what we can post, say or run on your behalf.

4.3 Where our ability to perform the Services depends on you or your Associates meeting these obligations, we are relieved of the affected obligations for as long as we are prevented from performing them, and we are not liable for any resulting Losses.

5 Service Delivery and Creative Process

5.1 We will use reasonable endeavours to provide, manage and complete the Services, and deliver the Deliverables, in accordance with the Specification set out in the SOW.

5.2 Where a SOW specifies performance dates, we will use reasonable endeavours to meet them, but such dates are estimates unless a date is expressly designated a Special Term.

5.3 Unless otherwise agreed in the SOW, each set of Deliverables includes up to two rounds of revisions. Further rounds may be requested and will be treated as a variation under clause 8 if they fall outside the original brief.

5.4 On delivery of completed Deliverables, you should review them and notify us in writing within three Business Days (or any longer period agreed between us) if, in your reasonable opinion, they fail to conform to the Specification (a “Rejection”). If you don't do so, or if you publish or otherwise use a Deliverable other than for internal review, you are deemed to have accepted it.

5.5 Where a Rejection is valid, we will correct and resubmit the affected Deliverables at no extra cost within a reasonable timeframe. Where we reasonably determine a Rejection is not valid because the Deliverable conforms to the Specification, any further work is a variation under clause 8.

6 Social Media, Platforms and Community Management

6.1 This clause applies wherever the Services include organic social content, paid social creative, community management, channel management, email marketing or website content, as set out in the SOW.

6.2 Platform accounts. Unless the SOW says otherwise, all social, email and website platform accounts, handles and audiences remain your property throughout and after the Agreement. We are granted access as an authorised user or administrator for the purposes of delivering the Services, and that access will be removed or transferred back to you promptly on request or on termination.

6.3 Division of responsibility with third parties. Where a SOW notes that paid media buying and platform management sits with a named third-party partner rather than with us, we are responsible for the creative and content supplied for that use, but not for media buying decisions, budget pacing, bidding strategy or platform account performance managed by that partner. Each party's responsibilities are as set out in the relevant SOW.

6.4 Community management scope and response times. Where community management is in scope, the SOW will set out the platforms covered, the hours covered and the target response time for comments, messages and mentions. Outside those hours or platforms, we are not responsible for engagement, and urgent safeguarding, legal or reputational issues should be escalated to you directly using the escalation contact named in the SOW.

6.5 Content moderation and brand safety. We will apply reasonable moderation judgement in line with any moderation guidelines agreed in the SOW (for example, hiding spam, profanity or abuse). We will escalate to you, rather than act unilaterally, on anything involving a safeguarding concern, a legal threat, a complaint about the organisation itself, or content that could reasonably be considered a crisis. A crisis escalation contact and response window will be named in the SOW.

6.6 Boosting, whitelisting and paid amplification of organic content. Where we are asked to boost or whitelist organic content, or hand creative to a third party for paid use, we will only do so with your prior written approval (including by email) of the specific asset, spend level and duration, unless the SOW gives us standing authority within agreed parameters.

6.7 Platform and algorithm changes. Social, search and advertising platforms change their features, algorithms, policies and terms of service outside our control and often without notice. We are not liable for any resulting change in reach, engagement, performance or account status, provided we have used reasonable skill and care and have not knowingly breached a platform's terms of service on your behalf.

6.8 Third-party platform terms. Both parties will comply with the relevant terms of service of any platform used to deliver the Services. If a platform suspends, restricts or removes content, an account or access as a result of your instructions, your brand materials or your existing account history, we are not responsible for that outcome, though we will support you in good faith to resolve it.

6.9 User-generated and influencer content. Where the Services involve sourcing, licensing or repurposing user-generated content or influencer content, we will only do so under a licence or agreement that we reasonably believe permits that use, and we will pass on the terms of that licence to you. You are responsible for any further use of that content outside the scope we've been given.

7 Approvals and Authority

7.1 Where Services or Deliverables require your input or approval, you agree to respond within the timeframe set out in the SOW, or within 2 Business Days if none is specified. Community management and always-on social content will typically need faster turnaround, and the SOW should set an appropriate window for that content type separately from campaign or brand work.

7.2 Each party will appoint a lead in respect of a Project or retainer (the "Our Kid Lead" and the "Client Lead"), named in the SOW. Each Lead has authority to approve, and to contractually bind their party on, matters relating to that Project. Either party may replace its Lead on reasonable prior written notice to the other.

7.3 Your written approval of Third Party Costs (whether by signing a SOW or otherwise) authorises us to commit to those costs on your behalf, and commits you to pay us for them.

7.4 We will tell you as soon as reasonably practicable about any change in the estimated cost of Deliverables, Third Party Costs, or previously approved plans, schedules or work in progress.

7.5 Approval for the purposes of this Agreement should be given in writing, by the Our Kid Lead or Client Lead as appropriate, by email, by signature, or through an agreed project management or approvals tool.

8 Amendments and Cancellations

8.1 You may, on reasonable written notice to the Our Kid Lead, request to amend plans, Deliverables or work in progress relating to a Project. Where we agree to an amendment:

- we will take reasonable steps to comply, provided we can do so within our contractual obligations to any Third Party Contractors;
- you will reimburse any charges, expenses or Third Party Costs we incur or are committed to as a result; and
- we will notify you of any additional Fees payable as a result.

8.2 You may cancel a Project before completion on written notice to the Our Kid Lead. On cancellation:

- we will not refund amounts already paid (including any deposit), and you remain liable for Fees invoiced before the cancellation date, and for Fees incurred but not yet invoiced;
- we reserve the right to charge the full amount of any fixed Fee agreed in the SOW, at our reasonable discretion having regard to work already committed or completed; and
- you will reimburse any Third Party Costs incurred or committed to as a result of the cancellation.

8.3 For retainer Services, cancellation is governed by the notice period in the relevant SOW rather than this clause 8, save that clause 8.2's payment principles apply to that notice period.

9 Fees, Expenses and Third Party Costs

9.1 We will invoice you for all Fees, Expenses and Third Party Costs in accordance with the payment terms set out in the applicable SOW.

9.2 Unless the SOW says otherwise, invoices are payable within 14 days of the invoice date. We reserve the right to charge interest at 4% over the Bank of England base rate on overdue sums, or such other rate as allowed by statute.

9.3 Where relevant, we are not obliged to begin Services for a Project until the relevant SOW is signed and any deposit is paid in full.

9.4 Where Third Party Costs require payment in advance of our standard terms, we will notify you as soon as reasonably practicable and you will pay within the period set out in the relevant invoice.

9.5 All sums stated exclude VAT and any other applicable sales tax, which is payable in addition at the prevailing rate.

9.6 Without prejudice to our other rights, we reserve the right to suspend or terminate the Services if Fees (together with accrued interest) remain outstanding for more than 14 days after the due date.

9.7 Each party will pay sums due to the other without deduction, set-off or withholding, except as required by law.

10 Confidential Information

10.1 Each party may receive or become aware of information relating to the other, its clients, business or affairs that is proprietary and confidential ("Confidential Information"), including anything marked confidential or that a reasonable recipient would understand to be confidential.

10.2 Confidential Information excludes information that is or becomes public through no fault of the recipient, is lawfully received from a third party without restriction, or was already known to the recipient before disclosure.

10.3 Each party will keep the other's Confidential Information confidential, use no less care than it applies to its own confidential information, and not use, disclose or exploit it other than to perform this Agreement, except where disclosure is required by law or a competent authority, in which case reasonable advance notice will be given where possible.

10.4 This clause 10 survives termination of the Agreement.

11 Our Warranties

11.1 We warrant that:

- we have full power and authority to enter into this Agreement without breaching any obligation to a third party;
- the people who perform the Services are competent and suitably experienced to do so; and
- your use of the Deliverables in accordance with this Agreement and the SOW will not infringe a third party's copyright in the Territory,

provided that you release us from liability to the extent it arises from Client Materials incorporated into the Deliverables in accordance with your instructions.

12 Your Warranties

12.1 You warrant that:

- you have full power and authority to enter into this Agreement without breaching any obligation to a third party; and

- the Client Materials, when used in accordance with this Agreement and your written instructions, will not infringe third-party rights, including copyright, privacy or personality rights.

13 Liability

13.1 Subject to clause 13.2, our maximum aggregate liability under or in connection with this Agreement (including all SOWs), whether in contract, tort (including negligence) or otherwise, will not exceed the total Fees paid by you in the 12 months immediately preceding the date of the claim.

13.2 Nothing in this Agreement excludes or limits either party's liability for fraud, death or personal injury caused by its negligence, or any other liability that cannot be excluded or limited as a matter of law.

13.3 Subject to clause 13.2, neither party is liable for loss of actual or anticipated income or profits, loss of goodwill or reputation, loss of anticipated savings, or any indirect or consequential loss, however arising.

13.4 Neither party is liable for any change in reach, followers, engagement, rankings or platform account status caused by a third-party platform's own decisions, algorithm changes or policy enforcement, save to the extent caused by that party's own breach of this Agreement or of the platform's terms of service.

14 Intellectual Property Rights

14.1 Client Materials. Ownership of the Client Materials, and all Intellectual Property Rights in them (including any modifications produced in the course of providing the Services), remains with you or your licensors. You grant us a non-exclusive licence for the Project Term to use the Client Materials solely to provide the Services and Deliverables.

14.2 Assigned Deliverables. Subject to clause 14.6 and to payment in full of all Fees, we assign to you all Intellectual Property Rights in the Agency Materials forming part of the Assigned Deliverables identified in the SOW that are capable of assignment.

14.3 Licensed Deliverables. Subject to payment in full of all Fees, we grant you a licence to use the Agency Materials in the Territory, for the Licensed Deliverables, and for the purposes, media and period of time set out in the SOW. If you wish to use Licensed Deliverables outside the Territory, time period, purposes or media set out in the SOW, you will notify us and we will agree a fee for that extended use.

14.4 Agency Proprietary Materials. Intellectual Property Rights in our Agency Proprietary Materials (methodology, frameworks, templates, know-how and processes that exist before or independently of a Project) remain owned by us. Subject to payment of all Fees, we grant you a licence to use any Agency Proprietary Materials included in the Licensed Deliverables, on the same territory, time and purpose basis as clause 14.3.

14.5 Platform-native and campaign assets. Where Deliverables are created specifically for a named platform's native format (for example, a Reels, TikTok or Stories edit, or platform-specific copy), that platform format is included in the Licensed or Assigned Deliverables as designated in the SOW; the underlying raw footage, source files or design files are only included where the SOW says so.

14.6 Credentials and portfolio use. We may, during and after the Term, use Deliverables that have been published or made available to the public, and your name and logo, to promote our own work, including on our website, in pitches and in our show-reel or case studies. Any other use of your materials by us requires your prior approval. If we take part in a competitive pitch for you, we retain ownership of Intellectual Property Rights in pitch materials unless we are successful and the parties agree those materials will be used in a Project under a SOW.

14.7 We are not liable for modifications made to Deliverables by you or a third party on your behalf, or for any degradation in quality arising from your or your Associates' acts or omissions.

14.8 This clause 14 survives termination of the Agreement.

15 Data Protection

15.1 Where the Services involve us processing Client Personal Data, we are the Data Processor and you are the Data Controller in respect of that processing.

15.2 The parties agree that the provisions of Article 28(3)(a)-(h) UK GDPR are incorporated into this Agreement, with any changes necessary to give full effect to them.

15.3 Where we are required to assist you or a third party at your request (including audits, inspections or provision of information), that assistance is provided at your cost, except where the need for it arises from our breach of this Agreement.

15.4 We may sub-contract processing of Client Personal Data to a sub-processor on notifying you in writing of the sub-processor's identity and the services it will provide; you are deemed to approve the appointment unless you object in writing within 7 days of that notice.

15.5 Where both parties are responsible for an act or omission resulting in Losses under Article 82 UK GDPR, each party is liable only for the proportion of Losses reflecting its own responsibility.

16 Termination

16.1 In addition to the termination rights in clauses 3 and 8.2, either party may terminate this Agreement, or any Project, immediately on written notice if:

- the other party commits a material breach of this Agreement that is not remediable, or, if remediable, is not remedied within 14 days of written notice specifying the breach; or
- the other party ceases to carry on business in the normal course, or suffers an Insolvency Event.

17 Consequences of Termination

17.1 Termination of a Project does not terminate this Agreement, which continues in force. Termination of this Agreement terminates all outstanding Projects.

17.2 On termination, for any reason: you will pay all Fees, Expenses and Third Party Costs due to us, including during any notice period; and each party will, on the other's reasonable request, return or dispose of the other's materials and Confidential Information in its possession, and confirm this in writing if asked.

17.3 Provisions expressed to survive termination, or which by their nature are intended to survive, remain in force notwithstanding termination.

18 Non-Solicitation

18.1 During the Term and for 6 months after its termination, you will not, without our prior written approval, directly or indirectly solicit or entice away any person employed or engaged by us in the provision of the Services, other than through a national recruitment advertisement not specifically targeted at our staff.

19 Force Majeure

19.1 Neither party is liable for delay or failure to perform its obligations to the extent caused by an event beyond its reasonable control (a "Force Majeure Event"), including failure of a Third Party Contractor, industrial action, civil unrest, war or terrorism, fire, flood, epidemic or pandemic, failure of transport, or compliance with law or government order. This includes outages, policy changes or enforcement action by a third-party social, advertising or hosting platform that is outside either party's control.

19.2 The affected party will notify the other as soon as reasonably practicable, giving details of the event, its likely duration and the extent to which performance is affected.

19.3 Affected obligations are postponed for the duration of the Force Majeure Event. If it continues for more than two months, the unaffected party may terminate the Agreement on written notice.

20 Notices

20.1 Notices, invoices or other communications are sufficiently served if sent to the Our Kid Lead or Client Lead (as relevant) at the address or email stated in the SOW.

20.2 Notices sent by post are deemed served three Business Days after posting; notices sent by email are deemed served on the next Business Day after sending, provided no delivery failure notice is received.

21 Assignment and Sub-Contracting

21.1 We may sub-contract our performance of the Services, including to freelancers and specialist partners, without this relieving us of our obligations to you under this Agreement.

21.2 Neither party may assign, transfer or charge this Agreement, or any rights or obligations under it, without the other's prior written approval.

22 Third Party Rights

22.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23 General

23.1 A failure to enforce a term or right does not waive it, and does not affect the later right to enforce it.

23.2 If any term is found illegal, invalid or unenforceable, it is severed to that extent without affecting the rest of the Agreement, and, where possible, applies in modified form to be valid.

23.3 This Agreement contains all terms agreed between the parties on its subject matter and supersedes any prior agreement or understanding, whether oral or in writing.

23.4 No variation of this Agreement is valid unless in writing and signed (including by email confirmation from each Lead) by both parties.

23.5 Nothing in this Agreement creates a partnership or joint venture, or authorises either party to act as agent for or bind the other, except as expressly set out.

24 Governing Law and Jurisdiction

24.1 This Agreement is governed by and construed in accordance with the laws of England and Wales.

24.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales, save that jurisdiction over enforcement of judgments is non-exclusive.

Schedule 1 — Definitions and Interpretation

Capitalised terms used in these Terms of Business have the following meanings unless the context requires otherwise.

<i>Agency Materials</i>	Materials specifically created by us for a Project by our officers, employees or freelancers (including anything adapted from Client Materials) and incorporated into Deliverables during the Term.
<i>Agency Proprietary Materials</i>	Software, methodology, know-how, frameworks and Materials owned by or licensed to us that exist before a Project or are created outside a Project for reuse across our business.
<i>Agreement</i>	These Terms of Business together with the applicable SOW(s).
<i>Assigned Deliverables</i>	Deliverables identified in the SOW as subject to assignment under clause 14.2.
<i>Associates</i>	A party's employees, officers, agents, sub-contractors or authorised representatives.
<i>Business Day</i>	Any day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<i>Client Materials</i>	Any data, brand assets, platform access, documents, copy, Intellectual Property Rights, artwork, logos or other materials or information owned by or licensed to you and provided to us or our Associates.
<i>Client Personal Data</i>	Personal data supplied by you, or obtained or created by us on your behalf, and processed by us in performing the Services.
<i>Confidential Information</i>	As defined in clause 10.
<i>Deliverables</i>	The creative, content and other materials to be provided by us as specified in a SOW, including Agency Materials, Third Party Materials and Agency Proprietary Materials where applicable.
<i>Expenses</i>	Reasonable travel, accommodation, subsistence and other expenses incurred by us in connection with the Services.
<i>Fees</i>	Our fees for a Project or retainer as set out in the applicable SOW.
<i>Insolvency Event</i>	As commonly understood under the Insolvency Act 1986, including entry into administration, liquidation, receivership or an inability to pay debts as they fall due.
<i>Intellectual Property Rights</i>	Patents, trade marks, copyright, design rights, database rights, performers' rights, know-how, goodwill and all other intellectual or proprietary rights, wherever in the world enforceable.
<i>Licensed Deliverables</i>	Deliverables identified in the SOW as subject to licence under clause 14.3.

Losses	Losses, damages, liabilities, claims, demands, actions, penalties, fines, costs and expenses, subject to the limitations in clause 13.
Materials	Artwork, copy, designs, photographs, video, motion, audio, performance or any other material protected by Intellectual Property Rights, excluding software.
Our Kid Lead / Client Lead	The individuals named in the SOW with authority to approve and bind their respective party on matters relating to a Project.
Project	Any piece of work, campaign or retainer agreed between the parties under a SOW.
Services	The services to be supplied under this Agreement as set out in the relevant SOW, including provision of Deliverables.
SOW	A Statement of Work in the form set out in Schedule 2, or a similar form agreed and signed by the parties, describing a Project.
Special Terms	Terms specifically designated in a SOW as varying these Terms of Business.
Term	The period from the Effective Date until termination of the Agreement under clause 16.
Territory	The United Kingdom, unless expressly specified otherwise in the applicable SOW. Publication on globally accessible media such as social platforms or the internet does not, by itself, mean the Territory is worldwide.
Third Party Contractor	A freelancer, supplier or agency partner engaged by us in connection with the Services.
Third Party Costs	Third-party costs incurred by us on your behalf in performing the Services, including but not limited to media spend, licensing, talent, location and production costs.
Third Party Materials	Materials commissioned from third parties, or already in existence, incorporated into the Deliverables, excluding third-party-owned or licensed software.