



# Branda Terms & Conditions

Last updated January 2026

These Terms and Conditions ("Terms") apply to all services provided by Branda Media ("we", "us", or "our") to any client ("you" or "the client").

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## 1. Services

1.1. Branda Media ("Branda", "we", "us") will provide creative and media production services, including but not limited to graphic design, branding, website design, illustration, photography, video production, animation, motion graphics, and digital media consultancy, as agreed in writing via a proposal, statement of work, or retainer agreement.

1.2. Services will be delivered in accordance with agreed timelines or schedules. All timelines are estimates and may be affected by client feedback, approvals, or changes in scope.

## 2. Fees and Payment

2.1. All fees are exclusive of VAT unless otherwise stated.

### 2.2. Project-Based Work:

A deposit of 50% is required to secure services, with the remaining balance payable upon project completion unless otherwise agreed in writing.

### 2.3. Retainer Services:

Retainer fees are invoiced monthly in advance and must be paid prior to the commencement of each monthly service period.

2.4. Invoices are payable within 14 days of the invoice date unless otherwise stated.

2.5. Branda reserves the right to pause or withhold services and deliverables if payment is overdue.

2.6. Late payments may incur interest at a rate of 5% per month above the Bank of England base rate.

## 3. Client Obligations

3.1. The Client agrees to provide all necessary information, materials, access, and approvals in a timely manner to enable Branda to perform the services.

3.2. The Client warrants that any materials supplied do not infringe the intellectual property rights of any third party and indemnifies Branda against any related claims.

3.3. Delays caused by the Client may impact delivery timelines and do not entitle the Client to refunds, discounts, or extended capacity.

## 4. Intellectual Property and Usage Rights

4.1. Unless otherwise agreed in writing, Branda retains ownership of all raw footage, source files, design files, drafts, concepts, and unused materials.

4.2. Upon full payment, the Client is granted a non-exclusive, non-transferable licence to use the final approved deliverables for the purposes outlined in the agreement.

4.3. Branda reserves the right to showcase completed work in portfolios, case studies, social media, and promotional materials unless expressly prohibited by written agreement.

## 5. Revisions and Approvals

5.1. Project-based work includes a limited number of revision rounds as specified in the proposal (typically two rounds unless otherwise stated).

5.2. Additional revisions or changes outside the agreed scope will be chargeable at Branda's standard hourly rate.

5.3. For retainer services, revisions form part of the monthly creative capacity and are subject to prioritisation and availability.

## 6. Confidentiality

6.1. Both parties agree to keep confidential any proprietary, commercial, or sensitive information disclosed during the course of the engagement, unless required by law or with written consent.

## 7. Liability

7.1. Branda shall not be liable for any indirect, special, or consequential losses, including loss of profit, data, or business.

7.2. Branda's total liability under any agreement shall not exceed the total fees paid by the Client for the services giving rise to the claim.

## 8. Cancellations and Termination (General)

8.1. Either party may terminate an agreement by providing written notice, subject to any minimum terms or notice periods specified for the services.

8.2. If services are cancelled after commencement, the Client will be liable for all work completed up to the termination date, including any non-refundable expenses.

## 9. Force Majeure

9.1. Branda shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, pandemics, or government restrictions.

## 10. Governing Law

10.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

10.2. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. Acceptance of Terms

By engaging Branda Media for services, the Client confirms acceptance of these Terms and Conditions.

## 12. Retainer Services (Additional Terms)

The following terms apply where services are provided on a retainer basis and are in addition to the above terms.

### 12.1 Retainer Services Definition

Retainer services provide the Client with access to a fixed amount of Branda's creative capacity per month, as outlined in the selected retainer package or proposal.

### 12.2 Monthly Creative Capacity

Retainer services are delivered within a fixed monthly creative capacity. Requests are prioritised and scheduled collaboratively. Where requests exceed the monthly capacity, Branda may defer the work to a subsequent month or quote it as a separate project.

### 12.3 Unused Capacity

Any unused creative capacity does not roll over to subsequent months unless expressly agreed in writing. Unused capacity has no cash value and is non-refundable.

### 12.4 Scope of Retainer Work

Retainer services may include design, branding, website updates, illustration, photography, video, motion graphics, and related creative services as outlined in the agreed retainer package.

Large-scale projects, full rebrands, extensive filming, documentary work, or work outside the agreed scope may be excluded or quoted separately.

### 12.5 Minimum Term

Retainer agreements are subject to a minimum commitment of six (6) months unless otherwise agreed in writing.

### 12.6 Retainer Payment Terms

Retainer fees are payable monthly in advance. Failure to make payment may result in suspension of services until payment is received.

### 12.7 Client Delays on Retainers

Where the Client delays feedback, materials, or approvals, Branda shall not be responsible for missed timelines. Such delays do not entitle the Client to refunds, extended capacity, or carryover of unused time.

### 12.8 Retainer Termination

Following the minimum term, either party may terminate a retainer agreement by providing 30 days' written notice. Fees paid are non-refundable, and unused capacity is forfeited upon termination.

### 12.9 Intellectual Property for Retainer Work

Ownership and usage rights apply only to final, approved deliverables for which payment has been received. All drafts, concepts, and unapproved work remain the property of Branda.