

Storytold's Terms of Business

Updated March 2026

RECITALS

WHEREAS, Service Provider possesses professional expertise in the field of digital marketing services; and

WHEREAS, Client desires to engage Service Provider and Service Provider accepts the engagement to perform certain digital marketing services (collectively the "Services") for the Client in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Service Provider and Client agree as follows:

TERMS OF BUSINESS AGREEMENT

1. DEFINITIONS:

1.1. "Service Provider" means Storytold Creative Ltd. "Client" means [NAME OF CLIENT COMPANY] whose registered office is at [CLIENT COMPANY'S ADDRESS] under Company Registration Number [COMPANY REGISTRATION CODE], and under the direction of [COMPANY OWNER AND EMAIL].

1.2. "Terms" means the Terms included in this document and Attachments.

1.3. "Services" means the work undertaken by the Service Provider, for the Client, as specified in these Terms and Attachments, and as chosen by the Client and Accepted in the Proposal Document.

1.4. "Charges" means the fees the Client will pay to the Service Provider, as specified in these Terms and Attachments.

2. THESE TERMS

2.1. These Terms are effective from and including the date of signature of this Agreement, and will apply solely to the Services defined in Clause 11.1 (Deliverables).

2.2. If paying The Service Provider (Storytold) from a Third Party Service Provider like a Stripe Payment link, or purchasing a product from any Storytold-branded website, these terms shall apply in full from the moment the purchase is made, and the agreement is conditional on accepting the Terms of Service link provided before payment. Processing a purchase automatically signals acceptance of these terms.

2.3. These Terms shall be deemed to be accepted by the Client by virtue of (A) a paid deposit, (B) the commencement of work by Storytold, (C) the Client's signature on these Terms or (D) any other written acceptance of these Terms.

2.4. These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business or agreement for the delivery of the project and Services detailed in Clause 11.1 (Deliverables).

3. SERVICES

3.1. The Service Provider agrees to supply the Services defined herein to the Client.

3.2. The Client shall not expect, nor is the Service Provider obliged to provide, additional Services without appropriate additional financial compensation. Any Services the Service Provider may provide in addition to the deliverables defined in the Client's contract, would be at the Service Provider's sole discretion, as would be considered an extra Deliverable. In such an event of the Service Provider over-delivering, this would not then set precedent that the Client should expect. The Service Provider reserves the right to inform the Client of additional costs associated with additional requests for work outside of the scope of Services clearly defined in this contract.

3.3. Depending on the Project Scope, the bulk of the Deliverables may be delivered and completed within the first 6 weeks. The value of the contract is for the full minimum term, and payments may be spread across the full contract term of at least 3 months. Upon signature of this contract, the minimum term shall remain fully payable after the initial bulk of work has been completed.

4. CHARGES

4.1. Upon signature of this Agreement, the Client agrees to pay the Service Provider, in full, the Charges specified in their chosen package, and for the full length of the contracted period. If an initial discount is provided, this shall apply only to the first month of the contract, and not applicable to every month within the contracted period. If the Client terminates the contract after the fourteen 14 day grace period (clause 6.6), any such discount will become void and the full contract term will be due and payable.

4.2. The Tier or Package of Partnership the Client chooses shall be on a minimum term of 3 months, unless otherwise specified via email at the time the Service Provider issues the contract and/or first payment link. After the defined period has elapsed, the partnership shall renew on a fixed term or, without agreement on a fixed term and a new contract issued, roll monthly. The Service Provider may offer the Client a discounted rate for a further contract period, which will be determined at the time.

4.3. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Service Provider under these Terms.

4.4. There are no refunds or rebates payable in respect of the Service Providers's charges. VAT shall be payable on Charges where applicable.

4.5. Deposits made are non-refundable, except at the Service Provider's sole discretion.

5. INVOICING

5.1. The Service Provider shall raise invoices based upon the Charges defined in the Client's chosen package. The Client agrees to honour and pay all accepted invoices submitted in accordance with section 5 and the chosen package agreed to, by acceptance of these Terms.

5.2. Invoices will be issued in advance of the month for which payment is due.

5.3. Payment for all invoices issued to the Client must be received by the Service Provider before work commences each calendar month.

5.4. All invoices sent will be deemed to be accepted in full by the Client in accordance with the payment terms stated within this proposal, unless the Client notifies the Service Provider, in writing, within seven (7) calendar days, of the amount the Client disputes and the reason the Client disputes that amount.

5.5. In the event the Client does so notify the Service Provider that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Service Provider in order to resolve the dispute as quickly as possible.

5.6. In line with the UK Late Payment of Commercial Debts (Interest) Act 1998, the Service Provider reserves the right to charge interest on invoiced amounts overdue at the statutory rate of 8% per annum above the Bank of England base rate, calculated on a daily basis from the due date until the date of actual payment.

5.7. The Service Provider may issue a discount for invoice payments made directly via Wire Transfer, or Bank Transfer, rather than credit card payment links or Third Party Payment Providers. Any such discount, whether per invoice or as a one-off, would be detailed via email and made clear to both parties, and would be at the sole discretion of the Service Provider.

5.8. The Client agrees that any outstanding disputed invoices submitted in accordance with section 5 and the chosen fees of their package, and in acceptance of these Terms, will be resolved and paid.

6. TERMINATION

6.1. The Client may instruct the Service Provider, in writing, to end the Services provided immediately, in the event of substantial non-performance of or serious misconduct by the Service Provider, provided that the Client provides detailed, written confirmation of the non-performance and/or misconduct.

6.2. The Service Provider may end any and/or all Services immediately by giving the Client notice in writing if the Client is in material breach of these Terms. The Service Provider may also end the agreement at any time, for any fair reason, provided the details are explained in full to the Client via email. At which point, any monies due from the Client will be void and the relationship will terminate.

6.3. Either party may terminate the Services prior to the end of the period detailed in the contract, by giving not less than 30 days' notice in writing.

6.4. When notice of termination is served by the Client, where applicable, full remaining payment shall be made by the Client in accordance with clauses 4, 5 and the full payment terms of the chosen package and agreed contract length, irrespective of whether or not the Service Provider continues to provide the Services during this period.

6.5. These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Service Provider or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Service Provider has reasonable grounds to believe the Client will not pay the Service Provider's invoice within the payment terms agreed to by acceptance of this contract.

6.6. The Service Provider offers a fourteen (14) day 'grace period' commencing on the date this Agreement is signed (the Effective Date). During this period, the Client may terminate this Agreement by providing explicit written notice. In the event of termination within this grace period, the Client shall not be liable for the full minimum term, but shall be invoiced for and liable to pay for any onboarding, setup, and Services performed up to the date of cancellation, calculated at the Service Provider's standard hourly rate of £125. If the Client does not terminate within this 14-day grace period, they are fully committed to the minimum term, and any subsequent termination will result in the remainder of the agreed contract fees becoming immediately due and payable.

7. LIABILITY

7.1. Neither Party shall be liable to the other Party in contract, tort, negligence, breach or otherwise for any indirect or consequential losses or damage including but not limited to; economic loss or other loss of profits, revenue, business or goodwill, anticipated savings or for claims by third parties arising out of a Party's performance or failure to perform any of its obligations in these Terms.

7.2. The Service Provider shall be under no liability in respect of any defect arising from the specification or assets supplied by the Client in relation to the Deliverables in Clause 11.1 (Deliverables).

7.3. To the maximum extent permitted by law, the Service Provider's total liability to the Client under or in connection with this Agreement (whether direct, indirect, in contract, tort, breach of statutory duty, or otherwise) shall be limited to the total fees paid by the Client to the Service Provider under this Agreement.

8. INDEMNITY

8.1. The Client shall indemnify, keep indemnified, and hold harmless the Service Provider against all claims, losses, damages, costs (including reasonable legal fees), and liabilities arising out of or in connection with:

8.1.1. any breach of this Agreement by the Client;

8.1.2. any claim that the materials, assets, or specifications provided by the Client for use in the Deliverables infringe the intellectual property rights of any third party; or

8.1.3. any claim, including but not limited to claims of misrepresentation, defamation, or regulatory breach, arising from content, comments, or materials published by the Service Provider on the Client's LinkedIn profile or other social media accounts on the Client's behalf.

8.2. The Client acknowledges that the Service Provider acts as an agent when publishing content to the Client's social media profiles, including but not limited to LinkedIn. The Client assumes full responsibility for the accuracy, legality, and industry compliance of all content published.

8.3. The Service Provider shall not be liable for any reputational damage, loss of business, or claims of misrepresentation arising from content posted to the Client's social media profiles, provided such content was created in good faith by the Service Provider based on the Client's materials, instructions, or approved strategies.

9. GENERAL

9.1. Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

9.2. If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, all remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

9.3. The Service Provider shall have no liability for any delay or failure in performance of its obligations to the Client, where this arises from matters outside its reasonable control.

9.4. The Client may, along with sufficient evidence regarding the reason for the request, submit a request in writing for a full or partial refund of any payments made to the Service Provider. This request must be submitted in writing to the Service Provider within the first 30 calendar days of the first payment, following the effective date of these terms for consideration by the Service Provider. Only payments made to the Service Provider within the first 30 calendar days following the effective date will be considered for a refund. To be eligible for a refund the Client must establish and provide evidence beyond any reasonable doubt to the Service Provider, that the Service Provider is solely responsible for failure to deliver the Deliverables in Clause 11.1 (Deliverables). The Service Provider reserves the right to reject any request for a refund at its sole discretion.

9.5. If the Client requests, and is granted, a full or partial refund as described above, the Service Provider will not provide any further deliverables or complete work in progress and the terms shall be considered terminated with immediate effect.

9.6. The Service Provider reserves the right to review the Charges to the Client as required to provide the Deliverables in the services, caused by, but not limited to, increases in inflation, cost of resources, increase in deliverables, etc. Any failure by the Service Provider to enforce any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

9.7. No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act").

9.8. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of the Service Provider.

9.9. The Service Provider reserves the right to include a link to their website in any work.

9.10. The Service Provider reserves the right to display and promote the work produced for the Client for marketing purposes and evidence of completed projects.

10. OWNERSHIP RIGHTS

10.1. All content being worked on by the Service Provider, including systems, computer programs, operating instructions, unique design concepts, notes taken, internal reports and other documentation developed for, or specifically relating to,

the Client's information processing, are all property of the Service Provider, and do not form part of the deliverables.

10.2. All of the Client's source documents, files the Client sends to the Service Provider by email, or uploads to the Service Provider's "Resources" folder on Google Drive, come from and belong to the Client, and as such remain the property of Client. Such work may not be used by the Service Provider for any other purpose except for the benefit of the Client, or as source material to aid in the production of deliverables for the Client. Any and all such property shall be returned to or delivered to the Client on request.

10.3. While being worked on, all work Intellectual Property and rights belong to the Service Provider. As soon as payment from the Client has been received by the Service Provider, this marks the moment where ownership transfers to the Client, specifically for the Deliverables sent to the Client only. The Client will then own all of its deliverables and assets created for the Client, and completed by the Service Provider.

11. DELIVERABLES

11.1. The Service Provider will deliver services in line with the Terms of Business and with the following details: The Client's chosen Partnership (as defined in the supporting Proposal) and all items clearly stated and defined within that tier, for example:

- [Dependent on Individual Client Requirements]

As well as the following administrative details:

- Regular meetings (1 per week), to be arranged at a convenient time for both parties.
- Dedicated Google Drive, Trello board and WhatsApp access for communication.

11.2. The Client will provide the Service Provider with feedback on the project and deliverables. Any feedback and/or approval requested will be delivered within 3 days of a request from the Service Provider. If a lack of communication from the Client delays the project, the Service Provider will not be held responsible. If the Service Provider does not receive a response from the Client in 7 calendar days the project will pause.

11.3. The Client will ensure it has the legal right to use any content or material provided to the Service Provider for the delivery of the project.

11.4. The Service Provider will use appropriate resources, which may include AI tools, to provide the Deliverables to the Client.

11.5. The Service Provider will not be liable for any inaccuracies in any data provided by The Client or by any Third Party, including any AI tools.

11.6. The Service Provider will not be liable for any additional Third Party fees incurred delivering the work.

11.7. The Service provider will not be held responsible in any way for the actions of a Third Party as a result of providing the Deliverables as outlined in Clause 11.1 (Deliverables).

11.8. The Service Provider will provide up to 10 hours of work per week, between all employees, to provide the deliverables. If additional hours are required these can be provided based on the charges detailed in this contract, or subject to further discussions between the Client to the Service Provider. Increases to the Deliverables are at the Service Provider's discretion.

11.9. The Client is responsible for final approval of all Deliverables created by the Service Provider.

11.10. Any work outside the scope of the Services detailed in Clause 11.1 (Deliverables), and required for the completion of the project, will incur additional charges. Any additional resources or support will be discussed with the Client by the Service Provider for approval before incurring any additional cost. Invoices for any additional charges will be issued at a rate of £125 per hour.

11.11. In the event that additional resources or support from Third parties are required to provide the Deliverables in Clause 11.1 (Deliverables), the Service Provider will inform the Client and where applicable assist in sourcing. Any charges incurred by the Service Provider as a result additional resources will be deemed payable by the Client.

12. EXPENSES

12.1. The Client shall reimburse the Service Provider for all reasonable out-of-pocket expenses necessarily incurred in the delivery of the Services, including but not limited to travel, accommodation, and subsistence.

12.2. The Service Provider shall obtain the Client's prior written approval via email before incurring any such expenses.

12.3. All approved expenses shall be invoiced to the Client at cost and will be payable in accordance with the payment terms in Clause 5. The Service Provider will provide receipts or reasonable evidence of expenses upon request.

13. DISCOUNTS AND/OR PROMOTIONS

13.1. Any discount or promotion offered on the Service Provider's services applies at the commencement of the partnership. Any such discounts must be agreed in writing within the Proposal or supporting documents issued with this Agreement, prior to the commencement of the Agreement. Any such discounts shall not extend to other services or products unless specified.

13.2. The Client acknowledges that if a discount is applied, this discount is conditional upon the minimum term which is defined, either in writing by email or alongside the discount as a PDF, at the time of the discount being issued. Should the Client wish to terminate the agreement after the 14 day grace period (clause 6.6) and prior to the completion of the minimum contracted term, the difference between the discounted rate and the standard rate at the time of this Agreement's commencement will become immediately due and payable from the Client to the Service Provider.

14. WARRANTIES

To the maximum extent permitted by applicable UK law, all of the Service Providers' marketing Services are provided "as is" without warranty or condition of any kind. The Service Provider hereby disclaims all warranties and conditions with regard to the Services rendered by the Service Provider, including all implied warranties or conditions of merchantability and fitness for a particular purpose. The Service Provider will provide deliverables intended to market the Client and increase their visibility on LinkedIn. The Service provider provides marketing services intended to result in leads, not specifically Lead Generation services.

15. DATA PROTECTION AND GDPR

15.1. The Service Provider will comply with all UK legislation regarding the processing of Personal Data or confidential information (as defined by the Data Protection Act 2018) as it pertains to the delivery of the Services within this Agreement. The Service Provider shall treat such information as confidential and shall not disclose any Personal Data or confidential information without the prior written consent of the Client.

15.2. Subject to clause 15.1, both Parties named in this Agreement must keep confidential and must make sure their staff keep confidential all information in connection with the provision of the Service and must not use that information for any purpose other than to perform its obligations under this Contract.

15.3. The Service Provider must not use information obtained from the Client for any purpose other than delivery of the Services described herein. Exceptions to this include internal training and sharing of information within the Service Provider and its Employees, in order to deliver the Services for the Client.

15.4. The Service Provider may also use anonymised data, in accordance with GDPR and the Data Protection Act 2018, for marketing purposes and may share case studies of the Deliverables and the results of said Deliverables, in order to market the Service Provider. The Client will be informed if any information intended to be shared publicly would be "Identifiable", and the Client has the right to request that this information remain private.

16. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 14 days, and without reasonable communication between the two parties, the party not affected may terminate this Agreement by giving 7 days written notice to the affected party.

17. SEVERABILITY

17.1. If any clause, provision, or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable by UK law, it shall be deemed deleted, but this action shall not affect the validity and enforceability of the rest of this Agreement.

17.2. If any clause, provision or part-provision of this Agreement is deemed deleted under Clause 17.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. GOVERNING LAW

These Terms shall be governed and construed in accordance with English Law and the Courts of England shall have exclusive jurisdiction.

19. ACCEPTANCE OF TERMS

By completing a purchase via bank transfer or a Third Party (including but not limited to Stripe or Bonsai), the Client acknowledges and agrees that their transaction constitutes acceptance of these Terms of Business at the moment of payment being processed.

20. COMPLETE AGREEMENT & AMENDMENT

This Agreement supersedes all prior agreements and understandings between the Parties for performance of the Services and constitutes the complete agreement and understanding between the Parties. The Parties may only amend this Agreement in a written document signed by both Parties.

Storytold's Data Documentation

For any further information about our Data Processing in accordance with UK GDPR law, please see the following documents:

Storytold's Data Protection Policy

[VIEW PDF](#)

Storytold's Data Protection Registration Certificate

[VIEW PDF](#)

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