



# TERMS OF ENGAGEMENT

Teddy Lennox Social | Retainer Services

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## PREAMBLE

These Terms of Engagement ("Terms") constitute a legally binding agreement between Teddy Lennox Social ("the Agency") and the individual, sole trader, or business entity named in the accompanying Service Agreement ("the Client"). Together, these Terms and the Service Agreement form the entire contract between the parties. By signing the Service Agreement, the Client confirms they have read, understood, and agreed to these Terms in full.

These Terms are governed by and construed in accordance with the laws of England and Wales. Where the Client is an individual or sole trader acting in a personal or consumer capacity, additional rights apply under the Consumer Rights Act 2015, and these are noted where relevant.

## 1. DEFINITIONS

- 1.1 "Agency" means Teddy Lennox Social, a sole trader based in the United Kingdom.
- 1.2 "Client" means the individual, sole trader, or business entity entering into this agreement.
- 1.3 "Contract Term" means the fixed period of either 3 months or 6 months as specified in the Service Agreement.
- 1.4 "Services" means the social media management and related services set out in the Service Agreement and applicable package description.
- 1.5 "Monthly Fee" means the recurring monthly retainer fee as set out in the Service Agreement.
- 1.6 "Onboarding Fee" means the one-off setup fee payable at the point of booking.
- 1.7 "Start Date" means the agreed commencement date confirmed in writing by the Agency.

## 2. CONTRACT FORMATION AND ACCEPTANCE

2.1 A binding contract is formed when: (a) the Client returns a signed copy of the Service Agreement; or (b) the Client makes payment of the Onboarding Fee; whichever occurs first.

2.2 The Agency's acceptance of the signed Service Agreement and Onboarding Fee constitutes the Agency's offer to provide the Services for the Contract Term.

2.3 These Terms are incorporated by reference into the Service Agreement and form part of the binding contract between the parties.

2.4 No variation to these Terms or the Service Agreement shall be effective unless agreed in writing by both parties.

### 3. ONBOARDING FEE

3.1 A non-refundable Onboarding Fee is payable by new Clients at the point of booking, before any work commences:

\* 3-month retainers: £100

\* 6-month retainers: £200

3.2 The Onboarding Fee covers strategy setup, account access, content planning, and onboarding administration. It is not deductible from Monthly Fees.

3.3 The Onboarding Fee is non-refundable under any circumstances, including early termination of the contract by either party.

3.4 Returning Clients who re-engage within 3 months of their previous contract end date will not be charged a new Onboarding Fee. After 3 months, the Onboarding Fee applies as for a new Client.

### 4. MONTHLY FEES AND PAYMENT TERMS

4.1 Monthly Fees are invoiced on the same date each month, beginning on the Start Date, as confirmed in the Service Agreement.

4.2 Payment is due within 7 days of the invoice date.

4.3 Where payment is not received within 14 days of the invoice date, the Agency reserves the right to pause all Services without notice until the outstanding balance is cleared in full.

4.4 Where payment is not received within 30 days of the invoice date, the Agency reserves the right to treat the outstanding amount as a material breach of contract and to pursue the outstanding balance plus statutory interest.

4.5 For business Clients, statutory interest on late payments is calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, currently set at 8% above the Bank of England base rate.

4.6 For individual and sole trader Clients, interest on overdue amounts will be charged at 8% per annum above the Bank of England base rate, consistent with the principles of the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

4.7 The Agency reserves the right to charge reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

## 5. CONTRACT TERM AND COMMITMENT

5.1 The Contract Term is fixed from the Start Date and cannot be shortened or cancelled by the Client during the agreed term.

5.2 The Client acknowledges that the Agency allocates capacity, resources, and strategic time specifically to the Client's account for the duration of the Contract Term, and that early termination causes direct and material financial loss to the Agency.

5.3 Contracts do not renew automatically at the end of the term. A new Service Agreement must be signed before any further work begins.

## 6. EARLY TERMINATION BY THE CLIENT

6.1 If the Client terminates or attempts to terminate the contract before the end of the agreed Contract Term, the full outstanding Monthly Fee balance for the remainder of the term becomes immediately due and payable as a liquidated damages sum.

6.2 This sum represents a genuine pre-estimate of the Agency's loss arising from early termination, including loss of contracted income, reallocation of capacity, and associated costs. It is not a penalty.

6.3 Example: A Client on a 6-month Ghost Mode retainer (£700/month) who exits at the end of month 2 owes £2,800 (4 remaining months) in addition to any outstanding Monthly Fees already invoiced.

6.4 Consumer and sole trader notice: If you are entering this agreement as an individual consumer rather than in a business capacity, you have rights under the Consumer Rights Act 2015. This clause has been drafted to reflect a genuine pre-estimate of loss and not a disproportionate penalty. However, you retain the right to raise a dispute through the relevant consumer dispute resolution channels if you consider any term to be unfair. The Agency recommends independent legal advice before signing if you are uncertain about any term.

6.5 Any Onboarding Fee paid remains non-refundable upon early termination.

## 7. EARLY TERMINATION BY THE AGENCY

7.1 Teddy Lennox Social reserves the right to terminate this agreement before the end of the Contract Term in the following circumstances:

1. The Client fails to make payment within 30 days of invoice and does not remedy the breach within 7 days of written notice from the Agency.
2. The Client engages in abusive, threatening, discriminatory, or persistently unreasonable conduct toward the Agency or its representatives. The Agency operates under the Equality Act 2010 and reserves the right to refuse or cease service in line with its obligations under that Act.
3. The Client provides materially false or misleading information that affects the agreed scope of Services.

4. Continued performance of the Services becomes impossible or unreasonably impractical due to circumstances beyond the Agency's reasonable control, including but not limited to serious illness, bereavement, or force majeure events as defined in Clause 12.

7.2 Where the Agency terminates under Clause 7.1(1), (2), or (3), no refund is due and any outstanding balance remains payable.

7.3 Where the Agency terminates under Clause 7.1(4), a pro-rata refund of any unused prepaid fees for the current billing period will be issued within 14 days. No further liability or financial penalty applies to the Agency in this circumstance.

7.4 The Agency will provide written notice of termination where reasonably practicable, except where the conduct of the Client makes immediate cessation necessary.

## 8. SCOPE OF SERVICES AND CHANGES

8.1 The Services to be provided are set out in the Service Agreement and the applicable package description at the time of signing.

8.2 Any changes to the agreed scope of Services must be agreed in writing by both parties before they take effect. Additional or out-of-scope work will be quoted and invoiced separately and does not alter the Contract Term or Monthly Fee unless a new Service Agreement is issued.

8.3 The Agency will perform the Services with reasonable skill and care, in accordance with the Supply of Goods and Services Act 1982 (as amended by the Consumer Rights Act 2015 for consumer Clients).

8.4 The Client agrees to provide timely access to accounts, materials, approvals, and information reasonably required by the Agency to perform the Services. Delays caused by the Client do not entitle the Client to a reduction in fees or an extension of the Contract Term.

## 9. INTELLECTUAL PROPERTY

9.1 All content, copy, graphics, strategies, and deliverables created by the Agency on behalf of the Client ("Deliverables") remain the intellectual property of Teddy Lennox Social until all invoices relating to the period in which those Deliverables were created have been paid in full.

9.2 Upon receipt of full payment for the relevant period, ownership of those Deliverables transfers to the Client.

9.3 The Agency retains the right to use Deliverables in its portfolio, case studies, and marketing materials unless the Client requests otherwise in writing prior to signing.

9.4 The Client warrants that any materials, assets, or content provided to the Agency for use in the Services do not infringe the intellectual property rights of any third party. The Client accepts full liability for any such infringement.

9.5 The Agency retains the right to use any unused designs, copy, graphics, strategies or deliverables (e.g. discarded logos, website draft pages) that have been rejected by the client.

## 10. DATA PROTECTION

10.1 Both parties agree to comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

10.2 The Agency will process any personal data provided by the Client solely for the purpose of delivering the Services and administering the contract. Personal data will not be shared with third parties without the Client's consent, except where required by law.

10.3 The Client acknowledges that in order to perform the Services, the Agency may require access to the Client's social media accounts and related platforms. The Client is responsible for granting appropriate access and for maintaining the security of their account credentials.

10.4 The Agency's full Privacy Policy is available at [www.teddylennox.com](http://www.teddylennox.com).

## 11. LIMITATION OF LIABILITY

11.1 The Agency's total liability to the Client under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Monthly Fees paid by the Client in the 3 months immediately preceding the event giving rise to the claim.

11.2 The Agency shall not be liable for any indirect, consequential, or special loss, including loss of profit, loss of business, or loss of anticipated savings, arising from the performance or non-performance of the Services.

11.3 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law. For consumer Clients, nothing in these Terms affects statutory rights under the Consumer Rights Act 2015.

## 12. FORCE MAJEURE

12.1 The Agency shall not be in breach of this agreement and shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control, including but not limited to: acts of God, pandemic, epidemic, government action, platform outages, serious illness or bereavement of the Agency principal, or any other event outside the Agency's reasonable control ("Force Majeure Event").

12.2 The Agency will notify the Client as soon as reasonably practicable if a Force Majeure Event prevents or delays performance of the Services.

12.3 If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate the agreement in writing. In this case, the Client will receive a pro-rata refund of any prepaid fees for the period during which Services were not delivered.

## 13. CONFIDENTIALITY

13.1 Each party agrees to keep confidential any information received from the other party that is identified as confidential or that a reasonable person would consider confidential, including but not limited to business strategies, client data, pricing, and proprietary content.

13.2 This obligation of confidentiality does not apply to information that is publicly available, was already known to the receiving party, or is required to be disclosed by law.

13.3 This clause survives termination of the agreement.

## 14. DISPUTE RESOLUTION

14.1 In the event of a dispute, both parties agree to first attempt resolution through good faith negotiation, with written notice of the dispute provided to the other party.

14.2 If the dispute is not resolved within 14 days of written notice, either party may pursue the matter through the courts of England and Wales.

14.3 Consumer Clients retain the right to refer disputes to an appropriate alternative dispute resolution (ADR) scheme or to the relevant consumer authority.

## 15. GENERAL

15.1 Entire Agreement. These Terms and the Service Agreement constitute the entire agreement between the parties and supersede all prior discussions, representations, and agreements.

15.2 Severability. If any provision of these Terms is found to be invalid, unlawful, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable. If modification is not possible, the provision shall be severed. The validity and enforceability of the remaining provisions shall not be affected.

15.3 No Waiver. Failure by either party to exercise any right under these Terms shall not constitute a waiver of that right.

15.4 Notices. Any notices under these Terms must be given in writing and delivered by email to the contact addresses set out in the Service Agreement. Notices are deemed received on the next working day after sending.

15.5 Governing Law. These Terms and all disputes arising from them are governed by the laws of England and Wales. Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

15.6 Third-Party Links. Our website may contain links to third-party websites (including Canva, payment processors, or social platforms). We are not responsible for the content, privacy practices, or reliability of any third-party sites.

## SIGNATURE AND ACCEPTANCE

By purchasing this retainer, the Client confirms that they have read these Terms of Engagement in full, understand them, and agree to be bound by them.

For questions before purchasing, contact: [info@teddylennox.com](mailto:info@teddylennox.com) | [www.teddylennox.com](http://www.teddylennox.com)

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