

FOR UK FREELANCERS, DESIGNERS, STUDIOS AND AGENCIES

The Creative Contracts *Checklist*

A plain English read through of what every creative contract needs to cover before money changes hands, the clauses that quietly cost people money when they're missing, and the gotchas worth flagging before signature.

01 · THE EIGHT THINGS EVERY CREATIVE CONTRACT NEEDS

If it's missing one, it's a half contract.

1. **Parties and the work**, both sides named with the legal entity and a clear description of the deliverable, not a vague scope.
2. **Fees**, the headline figure plus whether it's net or gross, and how revisions outside scope get billed.
3. **Payment terms**, when invoices go out, when they're due, and what happens on late payment.
4. **IP and rights**, who owns the work, what licence the client gets, when ownership transfers (see section 02).
5. **Approvals process**, how rounds work, what counts as sign off, and how scope creep is handled.
6. **Termination**, kill fee position, what happens to work in progress, who keeps what.
7. **Liability cap**, the maximum the creative is on the hook for if something goes wrong.
8. **Dispute resolution**, governing law (England and Wales by default) and the forum for any disagreement.

02 · IP AND RIGHTS, THE CLAUSE THAT BITES CREATIVES MOST

Transfer on final payment, never on signature.

The most common contract failure for creatives: assigning IP rights to the client on the date of signature, rather than on the date of final invoice settlement. If the client goes quiet, the creative has no leverage and no work to repurpose.

The two line fix.

"All intellectual property rights in the deliverables remain with the Supplier until full payment has been received in cleared funds. On full payment, the Supplier assigns to the Client all such rights on a worldwide, perpetual, royalty free basis for the agreed use."

Adjust the scope of assignment (worldwide vs UK, perpetual vs term limited, all rights vs licence only) to the deal. The conditional on payment is what matters.

03 · PAYMENT TERMS THAT ACTUALLY PROTECT YOU

Stage payments, late payment teeth, and an invoice clock.

CLAUSE	WHAT IT DOES	DEFAULT POSITION
Deposit on signature	Covers the discovery phase if the client pulls out	30 to 50 percent
Stage payments	Splits risk across phases, not at end	3 to 4 stages on jobs over £5k
Invoice due date	Time client has to pay before late	14 to 30 days
Late Payment Act	Statutory interest plus £40 to £100 fee per invoice	Cite the 1998 Act in the clause
Suspension right	Pause work if an invoice is overdue	After 14 days late

04 · KILL FEES AND SCOPE CREEP

Two clauses that earn their place every project.

Kill fee. The client pulls the project mid flight, the kill fee compensates the creative for work delivered to date plus an agreed minimum of the remaining fee. Typical: 100 percent of work completed plus 25 to 50 percent of the unstarted balance.

Without it, a half done project ends with an awkward invoice negotiation and no leverage.

Scope creep. "Out of scope changes are billed at the Supplier's standard rate of £X per hour, with written approval in advance of work commencing." Pair with a rounds limit on the original scope (typical: two rounds of feedback per stage, additional rounds billed).

Land this clause in the original contract, not in a frustrated mid project email.

05 · LIABILITY CAP, INDEMNITY, INSURANCE

Don't agree to unlimited liability. Ever.

Default position: cap the creative's total liability at the fees paid under the contract, or 100 percent of fees in the preceding twelve months for retainers. Exclude indirect, consequential and loss of profit damages. Carry professional indemnity insurance (£1m to £2m cover is industry standard for design and content work) and reference it in the contract.

For agency clients with their own contract templates: the cap and the exclusions are the most negotiated clauses, push back hard.

06 · GDPR AND DATA PROCESSING

If you touch personal data, the DPA clause is not optional.

Any creative work that handles customer lists, audience data, CRM exports, user research participants, mailing lists, or client end customer data needs a Data Processing Addendum (DPA). The DPA names roles (controller, processor), data categories, security measures, subprocessors, and the rules for transfer and deletion at end of contract.

Without it, both sides are exposed under UK GDPR. For pure creative work that never touches personal data (a brand identity job for example), a single clause confirming no personal data flows is enough.

07 · TERMINATION, VARIATION, GOVERNING LAW

The boring section that earns its keep.

Termination for convenience needs a notice period (typically 30 days). Termination for cause needs a defined breach (non payment, material breach uncured after 14 days). Variation only in writing signed by both. Governing law: England and Wales for UK on UK. Forum: courts of England and Wales, or arbitration if both sides prefer.

08 · FIVE COMMON GOTCHAS

Things that trip people up.

- Assigning IP on signature, not on payment.
- No kill fee, no leverage when a client goes quiet mid project.
- Unlimited liability hidden in the client's template.
- "Industry standard payment terms" with no number attached.
- Portfolio rights not retained, the creative can't show their own work.

The two minute self check.

Look at your next live contract. Find: (1) the IP clause, does ownership transfer on signature or on final payment, (2) the liability cap, is there one, (3) the late payment clause, does it cite the Late Payment of Commercial Debts (Interest) Act 1998, (4) the kill fee, is there a number for early termination, (5) the variation clause, are out of scope changes properly priced. If any of those five is missing or fuzzy, the contract is leaving money or leverage on the table.