



Terms and Conditions for On Poynt Creative Ltd Services

This Agreement is made effective as of [] (the effective date) and between [] (the "Client") and On Poynt Creative Ltd (the supplier).

Scope of Services

1.1 Branding: The contractor conducts a comprehensive branding process involving initial design research, development of two to three branding stories from which the client will select, followed by a brand rollout. The rollout includes delivery of specified assets as detailed in the proposal document. Each branding phase requires client feedback and approval to proceed to the next stage.

1.2 Website Design: The website design process is divided into three stages: initial wireframing to establish the basic site structure; design of the front-end using Figma to preview the visual look; and final construction of the website based on the approved design and specifications detailed in the client brief. Additional pages or features requested beyond the initial scope will be charged accordingly.

1.3 Social Media Management: This service covers planning, creation, and management of social media and other marketing communication content as per the agreed-upon number of posts, which can include image posts, video content, and blogs. Clients are required to provide a general content direction and collaborate on final optimisations to ensure alignment with their marketing goals.

1.4 Printed Products: Design and production of printed materials are also offered, with payment due within 14 days of delivery to the client. Specific details of the products and quantities will be outlined in the service proposal.

2. Client Obligations

To ensure timely and efficient service delivery, the Client agrees to:
Submit all project briefs using the On Poynt Creative briefing template. This ensures that the scope, objectives, deadlines and requirements are clearly communicated. If you require another version of this, please follow this link.

Provide all required content, copy, and assets on the initiation of the project before the project can enter production. The supplier understands this may not be possible in all instances, however On Poynt Creative reserves the right to factor in extra costs related to an untimely provision of any materials outlined above. On Poynt Creative will not begin work until all necessary materials are received.



Offer timely feedback and approvals at each milestone stage to avoid project delays as per the standard Guarantee Terms (7.1). A failure to comply by these terms may result in extra cost at the discretion of On Poynt Creative.

Maintain open communication with the Supplier throughout the duration of the project.

Failure to meet any of these responsibilities may result in delays to project timelines and associated costs relating to additional work requirements for On Poynt Creative caused by delays.

3.1 Payment Structure

- For projects valued under £999: Payment is due within **14 days** of the final deliverable delivery.
- For projects exceeding £1,000: A **50% deposit** is required upfront, with the remaining balance due upon project completion or milestone delivery.

3.2.1 Branding projects: Balance due after the design development phase.

3.2.2 Website projects: Balance due prior to website going live.

3.2.3 Social media contracts: Payment due 30 days after the start of service delivery.

3.3 Late Payments: Invoices unpaid after their due date will incur a late payment fee of 10% of the outstanding balance for every additional week of delay. The 10% includes any late penalties already given on subsequent amended invoices.

3.4 Payment Plan Conditions: For clients who opt for a payment plan to manage the cost of their services, it is crucial that all agreed-upon payments, including any applicable interest, are made in full and on schedule. Full ownership of any deliverables, such as branding materials, digital assets, or websites, will only be transferred to the client once the entire payment plan is fulfilled. Failure to meet any of the payment obligations, especially the final instalment, may result in On Poynt Creative Ltd rescinding any transfer of intellectual property rights. Additionally, On Poynt Creative Ltd reserves the right to disable or take down any live projects, such as websites, until payment is completed. This measure ensures that the intellectual and creative rights of On Poynt Creative Ltd are protected while providing a structured and fair payment arrangement for the client.

3.5 Turnaround Times

Standard Requests: For standard timeframe requirements, the Supplier will adhere to the agreed-upon project schedule where deadlines are set with the client during the briefing process.



Urgent Requests (48-hour Turnaround): If the Client requires any work deemed to be a request large enough to require re-prioritisation of studio capacity to be delivered within 48 hours of initial project request, the Supplier reserves the right to charge an additional 30% prioritisation fee additional the total project cost.

4. Intellectual Property

Full intellectual property rights to the final designs are transferred to the client upon full payment. However, On Poynt Creative Ltd retains the right to use any non-finalized designs and completed works for promotional purposes. Unused concepts remain the property of On Poynt Creative Ltd and may be utilized in future projects.

5. Confidentiality

While there is no standing confidentiality agreement at On Poynt Creative Ltd, specific confidentiality terms can be negotiated and included in the contract as needed to protect client information and proprietary content. Typically, this is provided under a non-disclosure agreement, signed by both parties.

6. Subcontracting

Any services that are subcontracted will be managed by On Poynt Creative Ltd, ensuring that all work meets the quality standards specified in the client's brief and is consistent with the agreed-upon deliverables.

7. Warranties and Liabilities

On Poynt Creative Ltd offers a 'good will gesture' "Amends Guarantee," which commits to making necessary adjustments to the client's work until the client is satisfied with the results. This guarantee is a discretionary good will gesture provided by On Poynt Creative Ltd and is designed to ensure that all deliverables meet or exceed the expectations set in the original project brief.

7.1 Guarantee Terms:

7.1.1 Upon receipt of each amended deliverable, the client has the responsibility to review and provide feedback. If the client deems that the deliverable still does not meet the agreed standards, they must formally notify On Poynt Creative Ltd in writing within 7 days of receipt.

7.1.2 Timeframe for Validity of Feedback: Feedback or requests for further amendments received after 7 days from the delivery of each milestone will not be considered valid under the terms of the Amends Guarantee, unless specifically agreed upon in writing.



7.1.3 Limitations of the Guarantee: The guarantee is strictly related to the deliverables outlined in the initial consultation and agreed project brief. It does not cover any new requirements or changes introduced by the client after the commencement of the project. On Poynt Creative Ltd reserves the right to determine when the work has been amended sufficiently in accordance with the project brief.

7.1.4 Retraction of Guarantee: On Poynt Creative Ltd retains the right to retract the guarantee if the amendment process exceeds a reasonable duration or if the number of client requests becomes excessive, indicating a fundamental misalignment with the project brief. This decision will be made at the discretion of On Poynt Creative Ltd and is intended to prevent scope creep and ensure project feasibility.

7.2 Liability Limitations:

7.2.1 Scope of Liability: On Poynt Creative's liability is limited to the completion of the services as detailed in the contract and does not extend to any indirect damages or losses incurred as a result of service delays or failures.

7.2.2 Indemnification: The client agrees to indemnify and hold harmless On Poynt Creative Ltd from any claims, damages, or expenses arising from materials provided by the client that may infringe on the rights of third parties.

7.2.3 Performance Failures: On Poynt Creative Ltd is not liable for any failure to perform its obligations under the contract due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, or unforeseen disruptions.

8. Termination

Either party may terminate the agreement at any point:

8.1.1 By On Poynt Creative: Refunds for any prepaid but uncompleted work will be issued within 14 days of termination notice.

8.1.2 By Client: There is no obligation for On Poynt Creative Ltd to refund any payments already made unless the termination is due to a breach of contract by On Poynt Creative.

9. Dispute Resolution

All efforts will be made to resolve disputes amicably outside of court. If unresolved, disputes will be subject to litigation as a last resort, preferably through small claims courts where applicable.

10. Revision and Approval Process



Client feedback on deliverables is required within seven days of receipt. Approval processes for amendments are subject to the Amends Guarantee, with final acceptance given in writing by both parties.

11. Delivery and Acceptance

Service completion is formally acknowledged through a written confirmation from the client within seven days of receiving the final deliverables. Any requests for further amendments after this period are discretionary and subject to approval by On Poynt Creative Ltd.

12. Change Orders

Changes to the project scope or requirements after commencement may result in additional charges. On Poynt Creative Ltd reserves the right to adjust the project timeline and fees accordingly.

13. Force Majeure

On Poynt Creative Ltd is not liable for any project delays or failures caused by events outside reasonable control, including natural disasters, civil disturbances, or technological failures. Efforts to resume performance will be made as soon as feasible under the circumstances.

14. Client-Specific Clauses

14. Special Payment Terms for Retention Client

For clients on a retention basis, On Poynt Creative Ltd offers specific payment terms tailored to support ongoing services. These terms are designed to facilitate a smooth transactional process, ensuring that both parties can focus on achieving optimal service outcomes.

14.1 Payment Schedule:

Due Date: Payment for services rendered under a retention agreement is due within 30 days from the invoice date. This allows clients to manage their financial planning efficiently while maintaining consistent service delivery from On Poynt Creative.

14.2 Late Payment Policy:

Penalties: If payment is not received by the due date, a late payment charge will be applied to the outstanding balance. The charge is calculated as a percentage of the overdue amount, amounting to **10%** for each week the payment remains overdue.



Notification: Client will receive reminders as the due date approaches and additional notifications if the account becomes past due. It is the responsibility of the client to ensure timely payment to avoid incurring late fees.

14.3 Payment Methods:

On Poynt Creative Ltd accepts various forms of payment, including bank transfers, credit cards, direct debits, and online payment platforms. Details regarding acceptable payment methods are provided at the outset of the retention agreement and can be revisited upon client request. On Poynt Creative Ltd reserves the right to retract any method of payment as the service provider seems fit.

14.4 Impact of Non-Payment:

Continued non-payment beyond the agreed terms may result in a temporary suspension of provided services until the account is settled. On Poynt Creative Ltd reserves the right to reassess the continuation of services if payment issues persist.

15. Duration of Contractual Terms:

The agreement to these terms and conditions by the client is not confined to the specific project outlined at the initiation of services but extends for the duration of the client's working relationship with On Poynt Creative. This ongoing agreement applies to all subsequent projects, services, and interactions between On Poynt Creative and the client. By continuing to engage with On Poynt Creative, the client acknowledges and agrees to be bound by these terms throughout the entirety of their business relationship with us, unless otherwise modified in a signed written agreement by both parties. This ensures a consistent legal and operational framework for all current and future projects undertaken.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

I have read, understood and agree to all of the above conditions.

Contractor's Signature
Representative of On Poynt Creative Ltd

Client Signature

Printed Name

Printed Name
