

 CONTRACT DOCUMENTS · FOR BUSINESSES AND THE SELF-EMPLOYED

Terms of Business

The full contract for our website builds and Care Plans, with Schedules 1 to 4 and the Promise Terms, in one file to read, save or print.

LAST UPDATED

22 September 2026

WHO IT'S FOR

Businesses and the self-employed, not consumers

LAW

England and Wales

SHORT VERSION

northpin.studio/legal/contract

Terms of Business

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Who we are

, an independent web design studio run by a self-employed designer, trading as Northpin Studio. Address: . Email: hello@northpin.studio.

How the documents fit together

Your contract is the Order Form you sign, plus these Terms, the Schedules and the Promise Terms. If they ever disagree, “Other rules for reading these Terms” says which applies. The English version applies over any translation.

These Terms are the contract between your business and us for website builds, Care Plans and any related work. We work with businesses and the self-employed, not with consumers. We've used plain English wherever we can. Where a legal word is needed, we explain it.

How to read these Terms

Who “we” and “you” are

- **We, us, our:** Northpin Studio, an independent web design studio run by a self-employed designer, based in Monaco. It isn't a registered company: the person who runs it, and who signs for it, is named in your Order Form. Email: hello@northpin.studio.
- **You, your:** the business, or the self-employed person, named in the Order Form.

Words with a special meaning

- **Order Form:** the document you sign that sets out your package, Care Plan, prices, payment milestones, dates and options. It includes the signed copyright assignment (clause 19).
- **Contract:** the signed Order Form, these Terms, the Schedules and the Promise Terms, together.
- **Schedules:** [Schedule 1 \(Build\)](#), [Schedule 2 \(Care Plan\)](#), Schedule 3 (Data Processing Addendum) and Schedule 4 (Acceptable Use Policy).
- **Promise Terms:** the full terms of our promises, published at [Our promises: full terms](#).
- **Build:** the website we design and build for you under one of our packages (Launch, Local Pro or Local Plus), as described in the Order Form and Schedule 1.
- **Care Plan:** the monthly service (Essential, Growth or Partner) that keeps your site online and up to date, as described in Schedule 2.
- **No-Build-Fee Plan:** Launch Monthly, Local Pro Monthly or Local Plus Monthly. There's no upfront build fee. Instead, you make 12 fixed monthly payments that cover the Build and a Care Plan (clause 10.4).
- **Launch Date:** the day your site goes live on your domain.
- **Working day:** Monday to Friday, except public holidays in England and studio closure days. Studio closure days are days we announce on our website and by email at least 14 days in advance, up to 15 days a year. We still deal with “site down” problems on those days (Schedule 2). Our working hours are Mon–Fri, 09:00–17:30 UK time.
- **Your Content:** everything you give us or ask us to use: text, photos, logos, trade marks, prices, claims, data and access details.
- **Bespoke Deliverables:** the design, text, images and code we create specifically for your site. This doesn't include Our Materials, Third-Party Materials or Your Content.
- **Our Materials:** our reusable templates, components, code, build tools and know-how, and anything we made before or outside your project.
- **Third-Party Materials:** fonts, stock images, icons, plug-ins, open-source code and services that other people provide under their own licences.
- **Change:** a small edit to your live site, as defined in Schedule 2.
- **Round of revisions:** one list of feedback, sent in one message (clause 4).
- **Undisputed sums:** amounts we've invoiced that you haven't disputed under clause 31.
- **In writing:** includes email, WhatsApp and Telegram messages.

Other rules for reading these Terms

- Headings are there to help you find things. They don't change the meaning.
- “Including” and “for example” introduce examples. They don't limit what comes before them.
- A reference to a law includes that law as amended or replaced.
- If the documents that make up the Contract disagree, they apply in this order: (1) Schedule 3, for anything about personal data; (2) the Order Form; (3) the Promise Terms, for the promises they describe; (4) these Terms; (5) the other Schedules.

CLAUSES 1-2

The basics

1 Who this contract is for

- 1.1 We build websites for businesses and for people's work. By signing the Order Form, you confirm that you are ordering the website for your trade, business or profession, and not purely as a private individual (a "consumer").
- 1.2 You don't need a registered company. Sole traders, freelancers, the self-employed, partnerships and side businesses are all welcome. A personal website for your work, for example a portfolio, a coach's page or a tradesperson's page, counts as a business purpose.
- 1.3 In the Order Form you give us your business or trading name and an address. That's all the paperwork we need. You don't need a VAT number or a company number. If you have a company number, you can add it so that it appears on your contract.
- 1.4 The person who signs the Order Form confirms that they are allowed to sign it for the business.
- 1.5 We don't make contracts with consumers. If it turns out that you are not ordering for business purposes, we may end the Contract by written notice and refund any payment for work we haven't done.

2 How the contract is made

- 2.1 Our quotes and proposals are not offers. They are valid for 30 days unless they say otherwise.
- 2.2 The Contract is made when both of us have signed the Order Form. Electronic signatures are valid for every part of the Contract and satisfy any legal requirement for a signature, including for the copyright assignment (section 90(3)) and the waiver of moral rights (section 87(2)) of the Copyright, Designs and Patents Act 1988 in the Order Form. Neither of us will challenge the Contract because it was signed electronically.
- 2.3 The Order Form brings in these Terms, the Schedules and the Promise Terms. Together they are the whole Contract. Any other terms you send us, for example on a purchase order, don't apply.
- 2.4 We make contracts at a distance, by email and electronic signature. We don't sign contracts in person at your premises.
- 2.5 Because we deal only with businesses, regulations 9(1), 9(2) and 11 of the Electronic Commerce (EC Directive) Regulations 2002 don't apply to this Contract. You can download, save and print these Terms at any time.
[Download the PDF \(northpin.studio/downloads/northpin-terms-of-business.pdf\)](http://northpin.studio/downloads/northpin-terms-of-business.pdf)
- 2.6 Until you sign an Order Form, our free homepage preview is covered only by the [Free preview terms \(northpin.studio/legal/free-preview-terms\)](http://northpin.studio/legal/free-preview-terms).

- 2.7 We choose who we work with. Before an Order Form is signed, we may decline any enquiry or project for any lawful reason, and we don't have to explain why. After signing, clause 26.6 applies.

CLAUSES 3-6

The build

3 What's included, and changing it

- 3.1 We do the work described in the Order Form, Schedule 1 (for a Build) and Schedule 2 (for a Care Plan). Anything not described there is outside the scope of the Contract.
- 3.2 To change the scope, you ask us in writing. We send you a quote that shows the price and any effect on the timeline. We start only after you approve the quote by email.
- 3.3 Work outside the scope is charged at £60 an hour, in 15-minute blocks, or £75 an hour if you don't have an active Care Plan. Jobs over 2 hours get a fixed quote. Add-ons are charged at the prices on our [pricing page \(northpin.studio/pricing\)](https://northpin.studio/pricing) on the date of the quote.
- 3.4 We never charge you for extra work that you haven't approved in writing.

4 Revisions

- 4.1 Each Build includes a set number of rounds of revisions before launch. Launch: 2. Local Pro: 3. Local Plus: 3, plus a design-direction chat by WhatsApp, Telegram or email before design work starts.
- 4.2 A round is one list of feedback, sent in one message. Please collect comments from everyone in your business first. If more comments arrive after we have started work on a round, we treat them as the next round.
- 4.3 Revisions are changes to the agreed pages and features, such as layout, wording, images and colours. New pages, new features, or a new design direction after you've approved the design, are changes of scope under clause 3.
- 4.4 Extra rounds are charged under clause 3.3. We quote them first.
- 4.5 Unused rounds end on the Launch Date. After launch, Changes come out of your Care Plan allowance.

5 What we need from you, and delays

- 5.1 You give us the content, access and approvals listed in Schedule 1, and anything else we reasonably ask for, within 10 working days of our request.
- 5.2 You name one person who can make decisions for your business on this project.
- 5.3 Our timelines depend on you. If you're late with content, access, feedback, an approval or a payment, the launch date moves back by the same number of days.
- 5.4 If we don't hear from you for 30 days after a request, we may invoice you for the work done so far, at £60 an hour, up to the amount of the next payment milestone.
- 5.5 If we don't hear from you for 60 days after a request, we may close the project. We'll email you at least 7 days before we do. Amounts already invoiced stay payable. To restart a closed project, you pay a restart fee of £150, and we schedule the work in our next free slot. The timeline then starts again.
- 5.6 You're responsible for accounts you hold with other companies, such as your Google Business Profile or a booking tool, and for giving us the access we need.

6 Checking and accepting your site

- 6.1 Before launch, we send you a link to the finished site. You have 5 working days to tell us about any material defect. A material defect is something that doesn't match the Order Form or Schedule 1, or doesn't work as described there.
- 6.2 We fix material defects and send the site back to you. You then have 5 working days to check those fixes.
- 6.3 The site is accepted as soon as one of these happens: you approve it; 5 working days pass without a report of a material defect; the site goes live; or you start using it for your business.
- 6.4 Small issues that don't stop the site working, such as a typo, don't delay acceptance. We fix them as part of the launch.
- 6.5 For 30 days after the Launch Date, we fix defects in our own work free of charge, without using your Care Plan allowance. This doesn't cover Your Content, Third-Party Materials, changes made by you or anyone else, or new requests.

CLAUSES 7-9

Paying

7 Payments

- 7.1 You pay for a Build in stages. The amounts are in your Order Form.
 - **Launch:** 50% when you sign the Order Form, and 50% when the site is accepted under clause 6.3.
 - **Local Pro:** 50% when you sign the Order Form, and 50% when the site is accepted under clause 6.3.
 - **Local Plus:** 40% when you sign the Order Form, 30% when you approve the design, and 30% when the site is accepted under clause 6.3.

We invoice the final payment when the site is accepted, and put the site live once it's paid (clause 7.5).
- 7.2 Invoices are due within 7 days of the invoice date.
- 7.3 Care Plans are paid in advance, monthly or yearly, by automatic card payment or Bacs Direct Debit through our payment provider, Stripe. The first Care Plan payment is taken on the Launch Date. You keep a valid payment method on file while the plan runs.
- 7.4 On a No-Build-Fee Plan, the first monthly payment is due when you sign the Order Form. We collect the rest monthly by automatic payment.
- 7.5 On a Build paid in stages, we put your site live only after the Build price is paid in full. On a No-Build-Fee Plan, we put your site live once you have accepted it (clause 6) and your first monthly payment has been made. In both cases, ownership passes to you only as set out in clause 19.
- 7.6 If your Order Form includes our founding-client offer (25% off the Build price for our first 10 clients), the discounted price in the Order Form is the price you pay. The discount doesn't apply to Care Plans or No-Build-Fee Plans.
- 7.7 You pay any third-party costs you have agreed to, such as a premium domain, paid fonts or photos, or booking-tool subscriptions, as set out in the Order Form or quote.

8 Advance payments

- 8.1 The payment you make when you sign the Order Form (and, for Local Plus, the payment when you approve the design) is an advance payment for the discovery and design phase: planning, research, writing and design work. It is not a deposit.
- 8.2 We earn the advance payment as we do that work. If the Contract ends before the work it pays for is done, clause 26.4 sets out what you pay and what we refund.

9 Late payment, suspension and chargebacks

- 9.1 If you pay late, we may claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. That means interest at 8% a year above the Bank of England base rate, a fixed sum of £40, £70 or £100 depending on the size of the debt, and our reasonable costs of recovering it.
- 9.2 We both agree that statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 apply to late payments under this Contract (section 8(2) of that Act). Only if, and to the extent that, the Act doesn't apply to a late payment, you agree to pay, as a term of this Contract, interest at 8% a year above the Bank of England base rate and our reasonable costs of recovering the debt. Interest builds up daily from the due date until you pay, before and after any court judgment. We never charge interest or fixed sums twice on the same amount.
- 9.3 If a payment is overdue, we tell you in writing. If it's still unpaid 14 days after that notice, we may pause work on your project and suspend your site until you pay. We don't delete a site while it's suspended. If the Care Plan then ends unpaid, clause 27.3 applies.
- 9.4 If a Care Plan payment fails, the same 14-day grace period applies before we suspend the site. If Care Plan fees are still unpaid 60 days after the due date, we may end the Care Plan. Clause 27.3 explains how you can still get your site files.
- 9.5 Fees stay payable while a site is suspended. We restore a suspended site within 1 working day of receiving everything that is overdue.
- 9.6 If you reverse a card payment or Direct Debit with your bank (a "chargeback") for an amount you haven't first disputed with us under clause 31, that is a material breach of the Contract. We may suspend work and your site straight away, and you pay the chargeback fees and our reasonable costs.

CLAUSES 10-12

Care Plans

10 Care Plan term, cancelling and prices

- 10.1 Every Build comes with a Care Plan, which starts on the Launch Date. The minimum term is 3 months from the Launch Date.
- 10.2 After the minimum term, the plan runs from month to month. You can cancel at any time by emailing hello@northpin.studio with 30 days' notice. There's no exit fee. You can give notice during the minimum term, but the plan then ends no earlier than the end of the minimum term.
- 10.3 If you pay yearly, you pay the yearly price in your Order Form (see Schedule 2), and the plan renews each year. We email you 30 days before each renewal, with a one-click way to cancel. You can cancel a yearly plan by email at any time before its renewal date. It then ends at the end of the year you've paid for, and we don't refund part-years, except as set out in clause 10.8.
- 10.4 No-Build-Fee Plans:

- **Launch Monthly:** £89 a month for 12 months (total £1,068), covering the Launch Build and the Essential Care Plan.
- **Local Pro Monthly:** £189 a month for 12 months (total £2,268), covering the Local Pro Build and the Growth Care Plan.
- **Local Plus Monthly:** £389 a month for 12 months (total £4,668), covering the Local Plus Build and the Partner Care Plan.
- The plan runs for 12 monthly payments, collected by automatic payment. You can end it before payment 12 only as set out in clauses 10.5 and 10.9. After payment 12, the site is yours (clause 19), and the price drops to the matching Care Plan: £39 a month (Essential), £79 a month (Growth) or £179 a month (Partner). That plan then runs from month to month under clause 10.2.
- No-Build-Fee Plans can't be combined with the founding-client offer.

10.5 You can leave a No-Build-Fee Plan before payment 12 in one of two ways:

- **Buy out the Build:** pay £50 (Launch Monthly), £110 (Local Pro Monthly) or £210 (Local Plus Monthly) for each monthly payment left. The site becomes yours when we receive the buy-out. You can then keep a Care Plan or move elsewhere.
- **Leave without the site:** give 30 days' notice by email, and pay the monthly payments up to the end of the notice period (at least 3 monthly payments in total). Your right to use the Bespoke Deliverables then ends, and we take the site offline at the end of the notice period.

Either way, your domain and Your Content stay yours.

10.6 We change Care Plan prices at most once every 12 months, by no more than 5%, and we give you at least 30 days' notice by email. If you don't want to pay the new price, you can cancel with effect from the date it would apply, with no exit fee, even during a minimum term. Founding clients' Care Plan price is fixed for their first 12 months. The monthly payment on a No-Build-Fee Plan doesn't change during its 12 payments.

10.7 You can move to a higher Care Plan from your next billing date. You can move to a lower plan from your next billing date after the minimum term.

10.8 If a Care Plan ends early because you end it under clause 10.6, 12.3, 26.1, 28.2, 29.3, 30.4 or 33.7, or clause 6.3 of Schedule 3, or if it ends under clause 1.5, 26.5 or 28.4, we refund within 14 days any fees you have paid in advance for the time after it ends.

10.9 If a No-Build-Fee Plan ends before payment 12 for any reason other than you leaving under clause 10.5:

- **If we end it under clause 26.5, or you end it because of our material breach or insolvency (clause 26.1):** the Bespoke Deliverables become yours on the day it ends, with no buy-out.
- **If you end it under clause 12.3, 28.2, 29.3, 30.4 or 33.7, or clause 6.3 of Schedule 3, or it ends under clause 28.4:** you choose. You can keep the site by paying the buy-out in clause 10.5, or leave without it. Either way, no notice period and no minimum number of payments apply.
- **If we end it because of your material breach, including unpaid fees (clauses 9.4 and 26.1):** clause 10.5 "Leave without the site" applies, including the minimum of 3 monthly payments in total, unless you pay the buy-out in clause 10.5 to keep the site.

Clause 27 then applies. If you cancel the Build before launch (clause 26.3), clause 26.4 applies instead.

11 Change time (your monthly allowance)

11.1 Each Care Plan includes change time every month: Essential 30 minutes, Growth 60 minutes, and Partner 180 minutes plus a weekly update slot.

- 11.2 We take off the time we actually spend on each request, and we tell you how much time you have left.
- 11.3 Unused time rolls over to the next month only. Your balance can never be more than twice your monthly allowance. Unused time can't be refunded, swapped for money or moved to another site, and it ends when the plan ends.
- 11.4 Schedule 2 explains what counts as a Change. New pages, new features and redesigns are not Changes. We quote them under clause 3.
- 11.5 If a request won't fit in your remaining time, we tell you and quote the extra before we start. Extra time is charged at £60 an hour, in 15-minute blocks.
- 11.6 Fair use: your allowance covers normal upkeep of the site on your plan. It doesn't cover other websites, work for other businesses, bulk data entry or moving large amounts of content.
- 11.7 Monthly add-ons, such as a business mailbox or the Local SEO Booster, are billed in advance with your Care Plan and end when it ends. You can cancel one by email with 30 days' notice, after any minimum term. The Local SEO Booster has a minimum term of 3 months from its start date. Clause 10.6 applies to their prices.
- 11.8 Prepaid change time is used after your monthly allowance and is valid for 6 months from payment. It can't be refunded, swapped for money or moved to another site, except that we refund unused prepaid time if your Care Plan ends in one of the ways listed in clause 10.8.

12 Response times

- 12.1 Our response times for each Care Plan are in Schedule 2. They are targets, not guarantees.
- 12.2 Response times count in working hours (Mon–Fri, 09:00–17:30 UK time). A request that arrives outside working hours counts from the start of the next working day.
- 12.3 If we miss a response target 3 or more times in any 3-month period, you can end your Care Plan straight away by email, with no notice and no exit fee, even during the minimum term. We refund any fees you've paid in advance for the time after it ends. If you're on a No-Build-Fee Plan, clause 10.9 applies. This is your only remedy for missed response targets.

CLAUSES 13–17

Promises and limits

13 Our promises

- 13.1 Our promises, with their full conditions and remedies, are published at [Our promises: full terms](#). They form part of this Contract, in the version published on the date you sign the Order Form.
- 13.2 In short, and in the same words as on our website, we promise:
- **See it before you pay.** A free homepage preview within 2 working days. No card, no obligation.
 - **A fixed price in writing.** The price on your Order Form is the price you pay. We quote anything extra and you approve it first.
 - **On time, or your first month of care is free.** Live within 5, 10 or 20 working days (Launch, Local Pro, Local Plus) of receiving your content and first payment. Delays on your side move the date day for day.
 - **Fast from day one.** Your homepage scores 90+ on Google PageSpeed Insights (mobile, performance) at launch, or we keep working at no cost until it does. Third-party tools you ask us to add, such as booking widgets and chat, are excluded.

- **Yours.** The domain is in your name from day one, and the site is yours once it's paid.
- **A fair exit.** After the first 3 months, cancel with 30 days' notice. Your domain transfer code arrives within 5 working days, free, with your full site files once the build is paid (always, on a one-off build).
- **A reply within 1 working day.** Usually the same day.

13.3 Each promise has conditions and one remedy. The remedy is the only compensation for that promise not being met. It doesn't take away your right to end the Contract for a material breach under clause 26.

14 No promise of rankings or results

14.1 We build sites to help you get found and chosen. But we don't promise any particular rankings, traffic, calls, enquiries, leads, bookings, customers, sales or revenue.

14.2 Search engines, maps, review sites and AI assistants are run by other companies. They change how they work without notice, and we have no control over them. Google itself says "No one can guarantee a #1 ranking on Google" ([Google Search Central](#)).

14.3 Changes to rankings, algorithms, Google Business Profile, AI summaries or any platform's rules are not a breach of this Contract and don't give you a right to a refund.

14.4 Figures we show you in reports, estimates or calculators are information, not promises.

15 What we promise about our work

15.1 We carry out our services with reasonable care and skill.

15.2 We won't knowingly put anything in the Bespoke Deliverables that infringes someone else's intellectual property. This doesn't cover Your Content or Third-Party Materials (see clauses 18 and 19).

15.3 At launch, your site works on the current and previous major versions of Chrome, Safari, Edge and Firefox on computers, and on Safari (iPhone and iPad) and Chrome (Android) on phones and tablets. After launch, keeping up with browser updates is part of your Care Plan.

15.4 Apart from what this Contract says, we give no other promises, warranties or conditions, whether implied by law or otherwise, as far as the law allows. In particular, we don't promise that the site will achieve any business result or be fit for any particular purpose, except as expressly set out in the Order Form and Schedule 1.

16 Limits on our liability

Please read this clause carefully. It limits what we have to pay if something goes wrong.

16.1 Nothing in this Contract limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else the law doesn't allow to be limited or excluded. Nor does anything in this clause limit your duty to pay our fees or your obligations under clause 17.1.

16.2 Subject to clause 16.1, we are not liable for:

- indirect or consequential loss;
- loss of profit, revenue, business, contracts, customers or expected savings;
- loss of goodwill or reputation;
- loss or corruption of data, except that we will restore your site from our latest good backup (clause 25.6).

This applies whether the claim is for breach of contract, negligence, breach of statutory duty or anything else.

16.3 Subject to clause 16.1, our total liability for all claims arising out of or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the greater of:

- the total fees paid and payable by you under this Contract in the 12 months before the event that gave rise to the claim; and
- £2,500.

16.4 We are not liable for problems caused by: Your Content or your instructions; changes to the site made by you or anyone other than us; Third-Party Materials or services, such as booking tools, chat widgets or payment providers; your failure to follow our reasonable advice or to keep your own logins safe; or events outside our control (clause 28).

16.5 Why these limits are fair: our prices are fixed and modest, and no small studio could offer them while carrying unlimited risk. The cap is never less than £2,500, however small your order. You can protect yourself too, for example by keeping your own copy of Your Content and insuring your business. You agree that these limits are reasonable.

17 Covering each other's costs (indemnities)

17.1 You will cover us (indemnify us) against claims made by anyone else, and the losses, damages, reasonable costs (including legal costs) and, as far as the law allows, fines that result, arising from:

- Your Content;
- work we did following your instructions;
- a breach of the Acceptable Use Policy (Schedule 4) by you; or
- your own legal duties as a business, such as your privacy notice, cookie consent, the prices, offers and claims on your site, and how you collect and show reviews.

17.2 We will cover you against a claim by anyone else that the Bespoke Deliverables, as we delivered them, infringe that person's copyright, and the damages and reasonable costs you have to pay as a result. This doesn't cover claims arising from Your Content, Third-Party Materials, AI-generated elements (clause 19.8) or changes made by anyone other than us. Our liability under this clause counts towards the cap in clause 16.3.

17.3 To be covered under this clause, you (or we) must: tell the other promptly in writing about the claim; let the other handle it; not admit liability or settle without the other's written agreement; and give reasonable help, at the other's cost.

17.4 If there is a claim under clause 17.2, we may change or replace the part concerned so that it no longer infringes, while keeping it working in the same way.

CLAUSES 18–21

Content and ownership

18 Your content

18.1 You promise that Your Content belongs to you or that you have permission to use it; that it is true and not misleading; and that it is lawful. That includes the advertising rules for your sector (for example for dentists, clinics and other regulated professions) and consumer law on prices and reviews.

- 18.2 You check and approve every page before launch, and every Change after it. You are responsible for the facts about your business on your site, such as prices, qualifications, opening hours and claims, even where we wrote the words.
- 18.3 We may refuse to publish, or may remove, content that we reasonably believe breaks the law or the Acceptable Use Policy.
- 18.4 We never write, buy, commission, edit or post reviews, for you or anyone else. We show reviews on your site only through the review platform's official widget or a link to your profile. We never copy review text onto your site, and we don't filter reviews to show only the good ones. This doesn't stop us adding testimonials that you supply and confirm are genuine and published with your customer's permission (clause 18.1).
- 18.5 We never use AI-generated images to show your real staff, premises, vehicles or work, such as before-and-after photos. If we use AI-generated or stock images anywhere on your site, we tell you and list them in the licence register.
- 18.6 You keep ownership of Your Content. You give us a non-exclusive, royalty-free licence to use it to provide our services, and for our portfolio under clause 20 unless you opt out.

19 Who owns what

- 19.1 When you have paid the Build price in full (or, on a No-Build-Fee Plan, when we receive payment 12 or the buy-out, or on the day set by clause 10.9), all our copyright and other intellectual property rights in the Bespoke Deliverables pass to you. This happens automatically under the signed assignment in your Order Form. Within 5 working days of that date, we sign and send you a short confirmatory assignment, free, and we sign any other document reasonably needed to record your ownership.
- 19.2 Until then, the Bespoke Deliverables belong to us. You may use them for your business while you keep to the payment terms. If the Contract ends before full payment, that permission ends, unless we agree otherwise in writing or clause 10.9 says otherwise.
- 19.3 Our Materials stay ours. From the time the assignment in clause 19.1 takes effect, we give you a permanent, worldwide, non-exclusive, royalty-free licence to use, copy, change and host Our Materials as part of your site, with any host or developer, even after the Contract ends. You may not sell or license Our Materials to others on their own, for example as a template.
- 19.4 Third-Party Materials come with their own licences, which we pass on to you. We list them in a licence register in your handover pack. Where we buy a paid licence for you, we buy it in your name or make sure it can be transferred to you. You must follow those licences.
- 19.5 The Order Form includes a written waiver of moral rights in the Bespoke Deliverables (the right to be named as author and to object to changes), signed by the individual who created them for us. It takes effect with the assignment in clause 19.1.
- 19.6 Everyone who works on your project for us, including our directors and staff, has assigned their copyright to us in signed writing (or it belongs to us by law as their employer) and has waived their moral rights, so that we can pass full rights to you.
- 19.7 Designs we make for a free preview stay ours unless you order (see the [Free preview terms](https://northpin.studio/legal/free-preview-terms) (northpin.studio/legal/free-preview-terms)).
- 19.8 AI tools. We use AI tools in our work. They help us with first drafts of text, translations, code, and some illustrations, icons and short videos. A person checks, edits and is responsible for everything we deliver. We tell you in the licence register where AI-generated elements are used. The law on copyright in AI-generated material is uncertain, in the UK and elsewhere. So we don't promise that AI-generated

elements are exclusive to you or protected by copyright. We assign to you whatever rights we have in them, and we only use AI tools whose terms allow commercial use. We never put your customers' personal data into AI tools.

20 Portfolio, credits and case studies

- 20.1 We may show your site (screenshots, a short description and your business name) in our portfolio and case studies, unless you opt out on the Order Form. You can also opt out later by email. We then remove it from our website within 30 days.
- 20.2 A "Website by Northpin Studio" credit in your site's footer is added only if you ask for it on the Order Form. You can have it removed at any time, free. Any link in the credit is marked `rel="nofollow"`, or `rel="sponsored"` if a discount is linked to it.
- 20.3 We publish a testimonial or review from you only with your written consent, and never in exchange for a discount or anything else.
- 20.4 If your Order Form includes the founding-client offer, in return you allow us to publish your project as a case study, including before-and-after figures you agree to, and you answer a short written feedback questionnaire after launch. The offer is never in exchange for a review. If we show a review or testimonial from you, or a case study that quotes you, we label it "Founding client (received a launch discount)".

21 Confidentiality

- 21.1 Each of us keeps the other's confidential information private and uses it only for this Contract. Confidential information includes business plans, prices agreed with you, logins, customer data and know-how.
- 21.2 Information is not confidential if it is public (unless it became public through a breach of this clause), was already known to the other party, was developed independently, or was lawfully received from someone else.
- 21.3 Either of us may share confidential information with professional advisers, insurers and subcontractors who need it and are bound to keep it confidential, or where the law, a court or a regulator requires it.
- 21.4 This clause applies during the Contract and for 3 years after it ends. Logins and personal data stay protected for as long as we hold them.

CLAUSES 22-25

Data, accessibility and hosting

22 Data protection

- 22.1 Each of us complies with the data protection law that applies to it, including the UK GDPR, the Data Protection Act 2018 and, where it applies, the EU GDPR.
- 22.2 Where we process personal data for you, for example enquiries sent through your site's forms, analytics and backups, you are the controller and we are the processor. The [Data Processing Addendum](#) (Schedule 3) then applies and forms part of this Contract.
- 22.3 Our sub-processors are listed on our [sub-processors page](#) (northpin.studio/legal/sub-processors). We give you 30 days' notice of any change, except in the urgent cases described in Schedule 3, clause 6.4.

- 22.4 We use the details of your staff and contacts to run the Contract, as a controller, as explained in our [privacy notice \(northpin.studio/legal/privacy\)](https://northpin.studio/legal/privacy).
- 22.5 You are responsible for your own privacy notice, cookie compliance and lawful basis for the personal data your site collects (see clause 24).

23 Accessibility

- 23.1 We design our templates to meet WCAG 2.2 level AA at launch.
- 23.2 We don't promise that your site complies with any accessibility law, such as the European Accessibility Act, the Equality Act 2010 or the Americans with Disabilities Act. Whether a law applies depends on your business, and compliance can change as content changes.
- 23.3 Your Content and Third-Party Materials, such as booking widgets or embedded videos, can affect accessibility and are not covered.
- 23.4 Formal accessibility audits are extra, and we quote them first.

24 Legal page templates for your site

- 24.1 We may give you templates for your site's privacy notice, cookie notice or other legal pages. They are for convenience, not legal advice.
- 24.2 You are responsible for checking them, adapting them to your business and for your own legal compliance. We are not your lawyers.

25 Hosting and domains

- 25.1 We register your domain in your name, so you are its legal holder, and we are listed as technical contact. If you already own a domain, it stays in your name.
- 25.2 While your Care Plan is active, we renew one standard domain (renewal cost up to £25 a year). Premium domains and extra domains cost extra. If your site is suspended, we still renew your domain before it expires and add the renewal cost to your account.
- 25.3 We send you your domain's transfer code within 5 working days of you asking.
- 25.4 After your Care Plan ends, renewing the domain is your responsibility. We're not liable if a domain expires after the plan ends, or because the registrant details you gave us are out of date.
- 25.5 We host your site on reputable third-party infrastructure. We aim to keep it online at all times, but uptime is a target, not a guarantee, and we don't pay service credits. Where planned maintenance could take your site offline, we do it outside your busiest hours where possible and tell you in advance.
- 25.6 We back up your site daily and keep the backups for 30 days. We use reasonable efforts to restore your site from the latest good backup when needed. Please keep your own copy of Your Content. We'll send you an export once a year if you ask. We're not liable for data lost beyond our latest good backup.
- 25.7 We take reasonable security measures, described in Schedule 3. We're not liable for security incidents caused by your own logins or devices, by scripts or tools added by you (or by others at your request), or by upstream providers beyond our reasonable control.
- 25.8 We may suspend your site, or part of it: for non-payment (clause 9); if we receive a credible complaint that it breaks the law or the Acceptable Use Policy; or if it puts you, your visitors or our other clients at risk. Where it is lawful and practical, we tell you first and give you the chance to fix the problem. We restore the site once the problem is fixed.

- 25.9 Complaints about content on sites we host are handled under the notice-and-takedown process in the [Acceptable Use Policy](#).
- 25.10 We host your site only while a Care Plan is active. Hosting, security updates, backups and the domain renewal in clause 25.2 are part of every Care Plan, so there's no separate hosting fee. When your Care Plan ends, we don't host the site any more: we send you the handover in clause 27, including a full copy of the site as files if it is yours under clause 19, and you host it wherever you like. If you'd like us to move it to another host or developer for you, clause 27.4 applies.

CLAUSES 26-28

Ending the contract

26 Ending the Contract

- 26.1 Either of us may end the Contract (or the affected part of it) straight away by written notice if the other:
- commits a material breach and doesn't put it right within 14 days of being asked to in writing; or
 - becomes insolvent, enters administration or liquidation, makes an arrangement with its creditors or stops trading (or anything similar anywhere), as far as the law allows this to be a reason for ending the Contract.
- 26.2 Not paying undisputed sums within 30 days of the due date is a material breach.
- 26.3 You may cancel a Build by email at any time before launch.
- 26.4 If a Build is cancelled by you, or ended by us because of your material breach:
- you pay for the work done up to the date it ends, at £60 an hour, but never more than the Build price (on a No-Build-Fee Plan, never more than the monthly payments already due plus the buy-out in clause 10.5 at that date). If you cancel after the site has been accepted (clause 6.3), the final payment is due in full;
 - you also pay any third-party costs we have committed to for you; and
 - we set these amounts against what you have paid, refund any difference within 14 days, or invoice you for any shortfall.
- If you end the Contract because of our material breach, we refund everything you have paid for work not yet done.
- 26.5 We may end a Care Plan for any reason by giving you 60 days' notice. If we do, we refund any fees you have paid for the time after it ends, and we hand over under clause 27. On a No-Build-Fee Plan, the site then becomes yours without a buy-out (clause 10.9).
- 26.6 In the first 14 days after both of us have signed the Order Form, we may end the Contract by written notice without giving a reason. If we do, we refund everything you have paid us within 5 working days, and neither of us owes the other anything else. A domain we have registered in your name in that time stays yours. You keep your Content, and any design or text we have shown you stays ours (clause 19.7). We only use this right where we believe the project is not a good fit.
- 26.7 When the Contract ends, all undisputed invoices become payable. Clauses that by their nature should continue after the end keep applying, including clauses 9, 10.5, 10.9, 14, 16, 17, 18.6, 19, 20, 21, 22, 25.4, 26.6, 27, 30, 31 and 33.

27 Handover when you leave

27.1 When you give notice to end a Care Plan, or the Contract ends, we send you the following, free, within 5 working days of your notice (or, if later, of you paying all undisputed sums):

- your domain transfer code;
- Your Content; and
- if the Bespoke Deliverables are yours under clause 19.1, a full copy of your site as static files, ready to host anywhere, and the licence register.

If the Bespoke Deliverables aren't yours yet (for example, because the Build hasn't been paid in full, you cancelled it before launch, or you left a No-Build-Fee Plan without buying out the Build), you get your domain transfer code and Your Content, but not the site files. You can still have the site files by paying the unpaid balance of the Build price (or, on a No-Build-Fee Plan, the buy-out in clause 10.5). They then become yours under clause 19.1, and we send them within 5 working days of receiving the payment.

27.2 Your site stays online until the end of the period you have paid for.

27.3 If a Care Plan ends while fees are unpaid, we keep your site files for 30 days after it ends. If you pay all undisputed sums within those 30 days, you then have another 30 days to ask for your handover, and we send it within 5 working days of your request.

27.4 Help with moving to a new host or developer is charged at our hourly rate (clause 3.3). We quote it first.

27.5 We delete your site files, backups and any personal data we hold for you within 30 days after the end. Where clause 27.3 applies, we delete them within 30 days after the time in that clause runs out. We keep something longer only where the law requires it. For example, we keep invoices and contract records for 6 years.

27.6 If we ever stop trading, we hand over everything in clause 27.1 to every active client, free, with permission to keep using the site. Amounts you already owe us stay payable.

28 Events outside our control

28.1 Neither of us is responsible for a delay or failure caused by events beyond our reasonable control. Examples: outages at hosting, DNS, domain, email or payment providers; cyberattacks despite reasonable security measures; changes to other companies' platforms or APIs; internet or power failures; fire, flood or storms; epidemics; war, terrorism or civil unrest; government action; and strikes (except by our own staff). This clause doesn't excuse late payment.

28.2 Serious illness or injury of the person carrying out your work also counts as an event outside our control, for up to 30 days. If it lasts longer, you may end the affected Build or Care Plan by written notice, and clause 28.4 applies.

28.3 The party affected tells the other promptly and does what it reasonably can to limit the effect. Deadlines move back by the length of the delay.

28.4 If an event lasts more than 60 days, either of us may end the affected part of the Contract by written notice. You pay for the work done up to that date. We refund anything you've paid for work not done, and any Care Plan fees paid for the time after the end. On a No-Build-Fee Plan, clause 10.9 applies.

28.5 Changes to search rankings or platform algorithms are covered by clause 14, not this clause.

General terms

29 Subcontracting and transfer

- 29.1 We may use subcontractors for specific tasks, such as a native-speaker translator or reviewer. We stay responsible for their work. They are bound by confidentiality, intellectual property and data protection terms at least as strict as ours.
- 29.2 We may transfer (assign or novate) this Contract to a company that we, or our owner, control, for example a new limited company, by giving you written notice. You agree to this now, and you'll sign any document reasonably needed to complete it. Before any transfer, we assign to that company all rights in the Bespoke Deliverables, so that clause 19.1 still gives you full ownership. If a novation isn't effective for any reason, we may instead assign our rights to that company and have it perform our obligations, and we stay responsible for them.
- 29.3 We may also transfer this Contract to a buyer of all or most of our business, if the buyer takes on all our obligations to you. If we do, you may end your Care Plan by email within 30 days of our notice, with no notice period and no exit fee. On a No-Build-Fee Plan, clause 10.9 applies.
- 29.4 You may not transfer this Contract without our written consent. We won't refuse consent unreasonably.

30 Currency, tax and deductions

- 30.1 All prices and invoices are in pounds sterling (GBP).
- 30.2 You pay your own bank, card and currency-conversion charges, so that we receive the full amount invoiced.
- 30.3 You pay in full, without setting off, counterclaiming or deducting anything. If the law requires you to withhold tax from a payment, you increase the payment so that we receive the amount we would have received without the withholding.
- 30.4 Our VAT status: Not VAT-registered. Our prices don't include VAT. While we are not VAT-registered, we don't charge UK VAT. If we become VAT-registered, VAT is added from the date our registration takes effect: UK clients then pay UK VAT at the standard rate (currently 20%), and business clients outside the UK pay no UK VAT (reverse charge). We'll tell you as soon as we know that date, and we aim to give you at least 30 days' notice. If you're not VAT-registered yourself, you may end your Care Plan from that date, with no exit fee, even during a minimum term.
- 30.5 If you are VAT-registered, you can give us your VAT number so that it appears on your invoices. You tell us if your business details change.
- 30.6 If the law requires us to charge any other VAT or similar tax on what we supply to you (for example EU VAT, if you can't give us a valid EU VAT number), we add it to our invoices.
- 30.7 VAT or similar tax added under clause 30.4 or 30.6 is not a price change under clause 10.6.

31 Disputing an invoice

- 31.1 If you think an invoice is wrong, tell us in writing within 14 days of the invoice date, saying which part you dispute and why.
- 31.2 You still pay the undisputed part by the due date.
- 31.3 We work with you in good faith to settle the dispute. Once it's settled, any amount due is payable within 7 days.

- 31.4 If you don't dispute an invoice within 14 days, it is treated as accepted, although either of us may still correct an obvious error.
- 31.5 We keep records such as approval emails, e-signature records and acceptance messages as evidence of what was agreed.

32 Complaints

- 32.1 If you're unhappy with anything we've done, email hello@northpin.studio with "Complaint" in the subject line.
- 32.2 We acknowledge your complaint within 5 working days, tell you what we're doing about it, and aim to resolve it within 30 days.
- 32.3 If we can't resolve it, clause 33.2 explains the next step.

33 Law, disputes and general terms

- 33.1 This Contract, and any dispute arising from it or connected with it (including non-contractual disputes), is governed by the law of England and Wales.
- 33.2 Before going to court, we both try to settle any dispute by talking. If that doesn't work, either of us may suggest mediation. If we both agree, we try mediation for up to 30 days and share its cost equally. This doesn't stop either of us asking a court for urgent orders, or bringing a claim for unpaid invoices.
- 33.3 The courts of England and Wales have exclusive jurisdiction.
- 33.4 We may provide translations of these Terms for convenience. If a translation and the English version differ, the English version applies.
- 33.5 This Contract is the whole agreement between us about its subject. It replaces earlier discussions, proposals and statements. Neither of us relies on any statement that isn't written in the Contract. This doesn't limit liability for fraud.
- 33.6 Changes to the Contract only count if they are agreed in writing. An email from one of the contacts named in the Order Form counts.
- 33.7 We may update these Terms, the Schedules and the Promise Terms. Updates apply to Order Forms signed after they are published. For a Care Plan that is already running, we give you at least 30 days' notice by email. If an update is materially worse for you, you may end the Care Plan before it takes effect, with no exit fee, even during a minimum term. Updates never reduce a promise in the Promise Terms for a project or Care Plan already under way, or the protection of personal data in Schedule 3, without your written agreement.
- 33.8 Notices under this Contract are sent by email to the addresses in the Order Form (ours is hello@northpin.studio). An email notice is received when it's sent, if that's during working hours, or otherwise at the start of the next working day, unless the sender gets a message saying it wasn't delivered.
- 33.9 If a court decides that part of this Contract is invalid, the rest stays in force, and the invalid part applies with the smallest change needed to make it valid.
- 33.10 If either of us doesn't enforce a right straight away, we can still enforce it later.
- 33.11 Only you and we have rights under this Contract. The Contracts (Rights of Third Parties) Act 1999 doesn't apply.
- 33.12 We are independent businesses. Nothing in this Contract creates a partnership, joint venture, agency or employment relationship.

- 33.13 The Order Form may be signed electronically and in separate copies, which together form one document.

Build

Every Build comes with a Care Plan from the Launch Date (minimum term 3 months, see Schedule 2). The prices you pay are the ones in your Order Form.

What each package includes

Launch: £590

- **Pages:** 1 long page, with 8 to 10 sections.
- **Words:** we write them from a 15-minute questionnaire, answered by email, WhatsApp or Telegram.
- **Languages:** 1.
- **Built to get calls:** a tap-to-call bar, a WhatsApp button, a short enquiry form, your Google rating with a link to your reviews, a map link and your opening hours.
- **Found on Google:** page titles and descriptions, structured data for your type of business, a sitemap, Google Search Console set-up and a Google Business Profile check.
- **Speed and accessibility:** a 90+ mobile PageSpeed score at launch (see the Promise Terms), built to WCAG 2.2 AA.
- **Privacy:** cookieless analytics, plus privacy and cookie notice templates (clause 24).
- **Logo:** if you don't have one, a simple logo (1 concept, 1 round of changes). Further rounds are an add-on.
- **Rounds of revisions:** 2.
- **Live in:** 5 working days.

Local Pro: £1,290

Everything in Launch, plus:

- **Pages:** up to 6, for example Home, 3 service pages, About and Contact.
- **Words:** local keyword research as well.
- **Languages:** 1. Extra languages are add-ons.
- **Built to get calls:** a quote or booking request form, a photo or before-and-after gallery, and service pages.
- **Found on Google:** Google Business Profile optimisation, service structured data and one round of directory listings.
- **Rounds of revisions:** 3.
- **Live in:** 10 working days.

Local Plus: £2,490

Everything in Local Pro, plus:

- **Pages:** up to 12, including up to 4 service or area pages with genuinely local content. We never make copy-and-paste town pages.
- **Words:** a content plan and 2 starter articles as well.
- **Languages:** 2 included. More are add-ons.

- **Built to get calls:** online booking integration (you pay the booking tool's own fees) and cookieless tracking of calls, form sends and WhatsApp taps.
- **Found on Google:** advanced Google Business Profile optimisation and 10 directory listings.
- **Promo video:** a 20–30 second animated video about your business, in landscape and vertical formats, with 1 round of changes. (An add-on for Launch and Local Pro.)
- **Rounds of revisions:** 3, plus a design-direction chat by WhatsApp, Telegram or email before we design.
- **Live in:** 20 working days.

Add-ons

Add-ons you order, such as extra pages or languages, extra logo changes, a promo video, a small shop or a move from an old site, are described in your Order Form, at the prices on our [pricing page \(northpin.studio/pricing\)](https://northpin.studio/pricing) on the date of the Order Form. Add-ons can extend the timeline. The Order Form says by how much. If you order the Rush add-on, the Order Form gives the rush date.

Timeline

1. You sign the Order Form and pay the first payment.
2. You send us the content and access listed below.
3. The clock starts on the working day after we have both your first payment and your complete content. We confirm your target launch date by email.
4. We design and build your site, and you review it in your rounds of revisions.
5. You check the finished site (clause 6). Once it's accepted, we invoice the final payment.
6. We put your site live once it's paid (on a No-Build-Fee Plan, once it's accepted: clause 7.5).

The working days count our time only. Any time spent waiting for you (for content, feedback, approvals, access or payment) is added to the timeline, day for day.

What you give us

- A completed questionnaire (about 15 minutes), answered in writing. We don't do phone calls; everything happens by email, WhatsApp or Telegram.
- Your logo, if you have one.
- 5 to 15 photos of your work, team or premises, if you have them, or your approval to use licensed stock images.
- Manager access to your Google Business Profile, if you have one.
- Access to your current domain and website, if you have them.
- Your business details: legal name, address, service area, opening hours, services and prices.
- Your company number or VAT number, only if you have one and want it on the contract (clause 1.3).
- The name of the person who makes decisions (clause 5.2).
- Feedback and approvals within 10 working days of our request (clause 5.1).

Care Plan

The plans

- **Essential:** £39 a month, or £390 a year paid yearly. 30 minutes of change time a month.
- **Growth:** £79 a month, or £790 a year paid yearly. 60 minutes of change time a month.
- **Partner:** £179 a month, or £1,790 a year paid yearly. 180 minutes of change time a month, plus a weekly update slot.

Minimum term 3 months, then month to month with 30 days' notice (clause 10).

Included in every plan

- Hosting on a global network, an SSL certificate, daily backups kept for 30 days, and uptime and security monitoring.
- Renewal of one standard domain (renewal cost up to £25 a year), registered in your name.
- Email forwarding, from you@yourbusiness to your inbox.

What changes between plans

- **Email at your domain:** every plan includes free forwarding, so mail sent to name@yourdomain arrives in an inbox you already have. A full business mailbox (to send and receive as name@yourdomain, with its own login and storage) is an add-on on Essential and Growth, charged per mailbox per month at the price on our [pricing page \(northpin.studio/pricing\)](https://northpin.studio/pricing). Partner includes 1.
- **Google Business Profile posts:** Growth 2 a month. Partner 4 a month.
- **Reports:** Essential, a yearly check-up. Growth, a monthly 1-page report on visits and form sends, plus calls and WhatsApp taps where your site has click tracking (included in Local Plus, or added on request). Partner, the monthly report plus a written quarterly review with next steps.
- **SEO and speed:** Essential, technical checks. Growth, a quarterly SEO and speed check. Partner, monthly SEO improvements and help asking your customers for reviews, in line with clause 18.4.

Monthly add-ons and prepaid time

Monthly add-ons, such as a business mailbox or the Local SEO Booster, are billed with your Care Plan and can be cancelled by email with 30 days' notice. The Local SEO Booster has a 3-month minimum. Prepaid change time is valid for 6 months from purchase and is used after your monthly allowance (clauses 11.7 and 11.8).

What counts as a Change

A Change is a small edit to your existing site, for example:

- changing text, prices or opening hours;
- swapping or adding a photo;
- adding a new service to an existing list;
- adding a Google review link or a new FAQ.

Each of these usually takes about 10 minutes.

Not included

We quote these separately (clause 3):

- new pages or features, and redesigns (at the extra-page price on our [pricing page](#) ([northpin.studio/pricing](#)) or at £60 an hour);
- paid advertising spend;
- professional photography;
- premium domains;
- third-party subscriptions, such as booking tools;
- work on other websites or systems.

Unused time and fair use

Unused time rolls over to the next month only, and your balance is capped at twice your monthly allowance. It can't be refunded or swapped for money, and it ends when the plan ends (clause 11).

Extra work

Extra work costs £60 an hour, in 15-minute blocks, and we always quote it and get your approval first. Jobs over 2 hours get a fixed quote. Without an active Care Plan, the rate is £75 an hour.

Response targets

These are targets, not guarantees (clause 12). They count in working hours: Mon–Fri, 09:00–17:30 UK time.

- **Essential:** we deal with change requests within 2 working days.
- **Growth:** within 1 working day.
- **Partner:** the same working day for requests received before 13:00 UK time, otherwise the next working day. **Weekly update slot:** send anything, any week, and it's done within 1 working day, within your monthly allowance.
- **Site down (all plans):** we acknowledge the problem within 4 working hours of you telling us or our monitoring alerting us, and work to restore the site as a priority. On studio closure days, we count those hours as if it were a working day.

“Deal with” means we make the change or, if it's bigger, reply with a plan and a time for it. Messages that aren't change requests get a reply within 1 working day (see the Promise Terms).

How to ask for a Change

Email hello@northpin.studio, or use the WhatsApp or other channel given in your handover pack. Tell us what to change and where. One message can hold several changes. We confirm when it's done and how many minutes it used.

Schedules 3 and 4, and our promises

These also form part of the Contract, in the version published on the date you sign your Order Form (updates follow clause 33.7):

- **Schedule 3:** the [Data Processing Addendum](#). It applies whenever we process personal data for you (clause 22).

- **Schedule 4:** the Acceptable Use Policy. It sets out what may not be published on sites we build or host, and how we deal with complaints about content.
- **The Promise Terms:** Our promises: full terms, which set out the conditions and the remedy for each promise (clause 13).

These Terms were last updated on 22 September 2026.

Data Processing Addendum

Last updated 22 September 2026 · Also online at northpin.studio/legal/data-processing

In plain English. When we host your website or pass on its form messages, we handle your customers' personal data for you. You stay in charge as the "controller". We act only on your instructions as your "processor". We keep the data secure and only use the providers on our [sub-processor list](https://northpin.studio/legal/sub-processors) (northpin.studio/legal/sub-processors). We give you 30 days' notice before adding a new one. We tell you about any breach without undue delay, and we aim to do it within 48 hours. We help you answer your customers' requests, and we delete or return the data within 30 days after our work ends. The numbered clauses below are the binding terms.

1 About this addendum

- 1.1 This Data Processing Addendum ("DPA") is Schedule 3 to our [Terms of Business](#). It is made between Northpin Studio (an independent studio; the person who runs it is named in the Order Form) ("we", "us"), and the business named in the Order Form ("you").
- 1.2 It applies whenever we process Client Personal Data for you while providing the services in your Order Form. For example, when we host your website, pass on its form messages, keep backups, make changes under a care plan or hand your website over.
- 1.3 It becomes part of the Agreement when you sign the Order Form, so you don't need to sign it separately. It is the written contract required by Article 28(3) and 28(9) of the UK GDPR and, where it applies, the EU GDPR.

2 Definitions

- 2.1 Words defined in the Terms of Business have the same meaning here. In addition:
 - **"Agreement"** means your Order Form, our Terms of Business and their schedules.
 - **"Client Personal Data"** means personal data we process for you under the Agreement, as described in Annex 1.
 - **"Data Protection Laws"** means the UK GDPR, the Data Protection Act 2018 (as amended, including by the Data (Use and Access) Act 2025), the Privacy and Electronic Communications Regulations 2003 and, where they apply to the processing, the EU GDPR (Regulation (EU) 2016/679) and national laws implementing the EU ePrivacy Directive.
 - **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss or alteration of, or unauthorised disclosure of or access to, Client Personal Data.
 - **"Sub-processor"** means another processor we engage to process Client Personal Data.
 - **"Transfer Clauses"** means, as relevant: the International Data Transfer Agreement issued by the UK Information Commissioner ("IDTA"); the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner ("UK Addendum"); and the standard contractual clauses approved by Commission Implementing Decision (EU) 2021/914 ("EU SCCs").
 - **"Working day"** means Monday to Friday, except public holidays in England.

- 2.2 "Controller", "processor", "data subject", "personal data", "processing" and "supervisory authority" have the meanings given in the Data Protection Laws.

3 Roles and scope

- 3.1 For Client Personal Data, you are the controller and we are your processor.
- 3.2 For the personal data we use to run our own business, such as your staff's contact details, our emails with you and billing records, we are a controller, not your processor. Our [privacy notice \(northpin.studio/legal/privacy\)](https://northpin.studio/legal/privacy) covers that data.
- 3.3 Annex 1 sets out the subject matter and duration of the processing, its nature and purpose, the types of personal data and the categories of data subjects.

4 Instructions and confidentiality

- 4.1 We process Client Personal Data only on your documented instructions, including about transfers outside the UK or the European Economic Area, unless the law requires us to do otherwise. If it does, we'll tell you before we process the data, unless the law forbids that on important grounds of public interest.
- 4.2 Your instructions are the Agreement and any further instructions you give us in writing. An email from a contact named in your Order Form counts as writing. Instructions that change the scope or cost of our services follow the change process in the Terms of Business.
- 4.3 We'll tell you straight away if we think an instruction breaks the Data Protection Laws. We may pause that instruction until you confirm or change it.
- 4.4 Everyone we authorise to process Client Personal Data, whether us or a freelancer working on your project, is bound by a duty of confidentiality. They only get access to the data they need for their task.

5 Security

- 5.1 We'll take appropriate technical and organisational measures to protect Client Personal Data, as Article 32 requires. We'll take into account the state of the art, the costs, the nature, scope, context and purposes of the processing, and the risks to people's rights and freedoms. Annex 2 lists the minimum measures we apply.
- 5.2 We may update our measures over time, but we won't lower the overall level of protection.

6 Sub-processors

- 6.1 You give us general written authorisation to use the sub-processors on our [sub-processor list \(northpin.studio/legal/sub-processors\)](https://northpin.studio/legal/sub-processors) on the date you sign the Order Form. You also authorise any freelancer named in your Order Form or approved by you later in writing.
- 6.2 We'll email you at least 30 days before we add or replace a sub-processor that processes Client Personal Data. The email will say who it is, what it will do and where it will process the data. We'll update the list at the same time.
- 6.3 You may object on reasonable data protection grounds by emailing us within those 30 days. We'll discuss it with you in good faith and try to offer a reasonable alternative. If we can't resolve it, you may end the affected services by written notice before the change takes effect. We'll refund any fees you've

paid in advance for the period after they end, and no early-exit charge or remaining minimum-term payment will apply to those services. This doesn't cancel amounts payable for a Build. On a No-Build-Fee Plan, clause 10.9 of the Terms applies.

- 6.4 If we must replace a sub-processor urgently, for example for security reasons or because a provider stops its service, we may give shorter notice. We'll tell you as soon as we can, and your right to object in clause 6.3 still applies.
- 6.5 We'll have a written contract with each sub-processor that gives Client Personal Data protection at least equivalent to this DPA, including sufficient guarantees about security. We remain fully responsible to you for how our sub-processors meet those obligations.

7 International transfers

- 7.1 We're based in the UK. Where the EU GDPR applies to your data and you send it to us, the European Commission's adequacy decision for the UK covers that transfer. If that decision stops applying, the EU SCCs (Module 2, controller to processor) will apply between us, and are incorporated into this DPA by reference.
- 7.2 We'll only transfer Client Personal Data outside the UK and the European Economic Area, or let a sub-processor do so, where the transfer is lawful. For example:
- to a country covered by UK adequacy regulations or an EU adequacy decision, including US organisations certified under the UK Extension to the EU-US Data Privacy Framework or the EU-US Data Privacy Framework
 - under the IDTA or the UK Addendum, for UK data, or the EU SCCs (Module 3, processor to processor), for EU data, with any extra measures needed
- 7.3 Our [sub-processor list \(northpin.studio/legal/sub-processors\)](https://northpin.studio/legal/sub-processors) shows the safeguard used for each sub-processor.
- 7.4 Where the EU SCCs apply under this DPA, the details they need come from this DPA. Annex 1 completes their Annex I, and Annex 2 completes their Annex II. Sub-processors are covered by general authorisation with the notice period in clause 6.2. The EU SCCs are governed by the law of Ireland, and disputes under them go to the courts of Ireland. Where the IDTA or the UK Addendum applies, it is governed by the law of England and Wales.

8 Helping you meet your duties

- 8.1 **Requests from individuals.** Taking into account the nature of the processing, we'll help you respond to people who use their data protection rights, such as access, correction, deletion, restriction, portability and objection. We'll do this through appropriate technical and organisational measures, as far as possible. If someone sends a request to us directly, we won't answer it ourselves, except to say we've passed it on. We'll forward it to you within 5 working days.
- 8.2 **Security, breaches and assessments.** Taking into account the nature of the processing and the information available to us, we'll help you meet your duties under Articles 32 to 36. These cover security, breach notification, data protection impact assessments and prior consultation with a supervisory authority.
- 8.3 **Cost.** Reasonable help under this clause is included in your plan. If a request needs significant time, we'll give you an estimate first and may charge our hourly rate of £60. We won't charge if the help is needed because we broke this DPA.

9 Personal data breaches

9.1 If we become aware of a Personal Data Breach affecting Client Personal Data, we'll tell you without undue delay. Our target is to tell you within 48 hours of becoming aware of it.

9.2 We'll tell you, as far as we know it:

- what happened and when
- the categories and approximate number of people and records affected
- the likely consequences
- what we've done, or plan to do, to deal with it and reduce any harm
- who you can contact for more information

If we don't have all this information at once, we'll send it in stages, without further undue delay.

9.3 We'll take reasonable steps to contain and investigate the breach, record it in our breach log and work with you. You decide whether to report it to the ICO or another supervisory authority, and whether to tell the people affected. We won't do either for you unless you ask us to or the law requires it.

9.4 Telling you about a breach is not an admission of fault or liability.

10 Deletion or return at the end

10.1 When our services involving Client Personal Data end, we'll delete or return the data, as you choose, within 30 days. If you haven't told us your choice by the end date, we'll delete it. This happens alongside the handover described in the Terms of Business. Where clause 27.3 of the Terms applies (fees unpaid when the Care Plan ended), the 30 days start when the time in that clause runs out.

10.2 Our backups are overwritten on a rolling 30-day cycle, so backup copies are also gone within 30 days of the end.

10.3 We'll only keep a copy where the law requires us to. If we do, this DPA keeps protecting it, and we'll only use it for that legal purpose.

10.4 If you ask, we'll confirm the deletion in writing.

11 Audits and information

11.1 We'll give you all the information reasonably needed to show that we meet Article 28 and this DPA. We'll allow, and contribute to, audits and inspections by you or an independent auditor you appoint.

11.2 To keep audits proportionate for a small business:

- we'll first answer your reasonable written questions and share relevant documents, such as our security measures and our sub-processors' certifications or audit reports
- if that isn't enough, you may carry out an audit with at least 30 days' written notice, during normal working hours, no more than once in any 12 months, with your auditor bound by confidentiality
- the once-a-year limit doesn't apply after a Personal Data Breach, or when a supervisory authority requires an audit
- you pay your own costs and our reasonable time at our hourly rate, unless the audit shows we materially broke this DPA

11.3 We audit our sub-processors, such as Cloudflare, through the reports and certifications they publish or provide. We'll share these with you where their terms allow.

11.4 We'll tell you straight away if we think an instruction under this clause breaks the Data Protection Laws.

12 Your responsibilities

- 12.1 As the controller, you're responsible for having a lawful basis for the processing you ask us to do, and for your other duties under the Data Protection Laws. These include your website's privacy notice, any cookie consent your website needs, and answering your customers' requests.
- 12.2 Your instructions to us must comply with the Data Protection Laws.
- 12.3 Tell us in writing before your website collects special category data, such as health information in a clinic's booking form, or data about criminal offences, so we can agree any extra safeguards. We won't set up forms to collect that data unless you ask and we've agreed it in writing.
- 12.4 Any privacy or cookie notice templates we supply for your website are for convenience only. They are not legal advice, and you remain responsible for your own compliance.

13 Liability, duration and precedence

- 13.1 Each party's liability under or in connection with this DPA is subject to the limits and exclusions in the Terms of Business, except where the Data Protection Laws or the Transfer Clauses don't allow it to be limited. Nothing in this DPA limits either party's liability to data subjects under the Transfer Clauses.
- 13.2 This DPA lasts for as long as we process Client Personal Data for you. That includes the time after the Agreement ends until deletion or return is complete. Clauses 9 to 11 and this clause 13 continue after it ends, for as long as they are needed.
- 13.3 If documents conflict, this order of precedence applies:
 - the Transfer Clauses, where they apply, prevail over this DPA
 - this DPA prevails over the rest of the Agreement for anything about the processing of personal data
 - the English version of this DPA prevails over any translation
- 13.4 This DPA is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, as set out in the Terms of Business, except where the Transfer Clauses say otherwise.
- 13.5 We may update this DPA to keep it in line with the Data Protection Laws or guidance from a supervisory authority. We'll email you at least 30 days before a change takes effect. Any change that reduces the protection of Client Personal Data needs your written agreement.

ANNEX 1

Details of the processing

The processing

- **Subject matter:** the personal data we need to process to provide the website services in your Order Form.
- **Duration:** the term of the Agreement, plus up to 30 days afterwards for deletion or return (clause 10), or longer where clause 27.3 of the Terms applies.
- **Nature:** hosting, storing, transmitting and forwarding, backing up, retrieving, changing (when we make edits you ask for) and deleting data. This includes hosting business mailboxes and forwarding email for your domain, where your plan includes them. We only collect data through your website's forms as you ask us to set them up.

- **Purpose:** to host, secure, maintain and support your website, to deliver messages sent through its forms to you, to run business mailboxes and email forwarding for your domain where your plan includes them, and to hand the website over when our services end.
- **Frequency:** continuous, for as long as the services run.
- **Retention:** with our standard setup, form messages are passed to the inbox you choose and not stored by us after delivery. Backups are kept for 30 days on a rolling basis. Everything else is kept until our services end, then handled under clause 10.

Categories of data subjects

- visitors to your website
- your customers and potential customers who contact you or book through your website
- people who email you at addresses on your domain that we host or forward for you
- your staff, and anyone else whose details or photos appear on your website

Types of personal data

- technical data our hosting provider uses to deliver and protect your website: IP address, browser and device details, pages requested, date and time
- anything people send through your website's forms, such as name, phone number, email address, postal address, message and booking details
- emails sent to or from business mailboxes or forwarding addresses we set up for you, including their contents and attachments
- personal data in your website's content, such as staff names, photos and short biographies, and any reviews you choose to show
- visitor statistics, if you ask us to switch on cookieless analytics (totals only, no cookies)

Special category data: none, unless agreed in writing under clause 12.3. Any extra safeguards we agree will be recorded in your Order Form.

Sub-processors and contacts

- **Sub-processors:** as shown on our [sub-processor list \(northpin.studio/legal/sub-processors\)](https://northpin.studio/legal/sub-processors), plus any freelancer you approve under clause 6.1.
- **Our contact:** privacy@northpin.studio
- **Your contact:** the person named in your Order Form.

ANNEX 2

Security measures

Access control

- Multi-factor authentication on every account that can reach Client Personal Data, including hosting, DNS, domain registrar, email, code repositories and our password manager.
- Least privilege: only people who need access for your project get it, at the lowest level they need. We remove access within 1 working day when it's no longer needed.
- Individual accounts, never shared logins.

- Your passwords and access details are kept only in an encrypted password manager, never in email or chat.

Encryption

- Every website we host uses HTTPS (TLS 1.2 or higher).
- Data is encrypted at rest by our hosting and storage providers.
- Work laptops and phones use full-disk encryption and an automatic screen lock.
- Backups are encrypted.

Backups and recovery

- Versioned backups of website files and content, kept for 30 days on a rolling basis.
- We test restoring a website from backup at least every 6 months.

Updates and patching

- Operating systems, browsers and apps update automatically.
- Critical and high-risk security updates are installed within 14 days of release.
- Website code dependencies are checked for known vulnerabilities at least once a month. Critical issues are fixed, or safely worked around, within 14 days.

Website and network security

- Cloudflare protection against denial-of-service attacks, plus its firewall and bot protection, on every website we host.
- Where possible, websites are built as static pages, with no database or public admin login to attack.
- Form spam is caught with hidden fields and server-side checks, not tracking tools.

Keeping data to a minimum

- Forms collect only the fields you ask for.
- We don't put Client Personal Data into AI tools.
- Tests and demos use made-up data, never real customer data.

People and process

- Everyone with access is bound by confidentiality and a written contract with data protection terms.
- We follow a written breach response plan and keep a breach log (clause 9).
- We review these measures at least once a year, and after any significant incident.
- Devices are wiped securely before they are reused or disposed of.

Acceptable Use Policy

Last updated 22 September 2026 · Also online at northpin.studio/legal/acceptable-use

This policy sets out what the websites and services we provide must not be used for. It's Schedule 4 of our [Terms of Business](#), so it's part of every client contract. It applies to our clients, their staff, and anyone who uses a website or service we host or manage for them. If this policy and the Terms disagree, the Terms apply.

Want to report something? Email hello@northpin.studio with "Content report" in the subject line. What to include, and what happens next, is explained below.

What's not allowed

You must not use a website, form, email service or hosting that we provide for any of the following.

- **Illegal content or activity.** Anything that breaks the law in the UK, or in the countries your website is aimed at. That includes fraud, selling illegal or restricted goods, and content that encourages violence, terrorism or hatred.
- **Harm to children.** Any content that sexualises, exploits or endangers children. We remove it at once and report it to the authorities.
- **Breaking other people's rights.** Text, photos, videos, logos, fonts or trade marks you don't have the right to use. Counterfeit goods. Content that is defamatory or invades someone's privacy.
- **Malware, phishing and hacking.** Viruses and other harmful code, hidden crypto-mining, phishing pages, or any attempt to get into systems, accounts or data you're not allowed to access. No attacks on our systems or anyone else's, and nothing designed to overload them.
- **Spam.** Sending unwanted bulk messages through our forms, email routing or hosting, or collecting email addresses to do so.
- **Fake reviews and testimonials.** Writing, buying or commissioning reviews. Offering rewards for reviews without saying so. Showing only hand-picked positive reviews, or only asking happy customers to leave one. Our [Review & testimonial policy](#) (northpin.studio/legal/reviews-policy) explains the rules we follow ourselves.
- **Misleading claims.** False or unproven health, medical, dental, cosmetic, financial or investment claims. Made-up statistics or results. Hidden fees, fake "was" prices, fake countdowns or false scarcity. Awards, trust marks or endorsements you haven't earned.
- **Adult or gambling content without our approval.** Sexually explicit material, adult services, gambling, betting and lotteries need our written approval first. They must also be legal wherever your website is aimed. We may say no.
- **Misusing personal data.** Collecting or using personal data without a lawful reason or a clear privacy notice. Setting tracking cookies without consent where the law requires it. Selling or sharing data you have no right to share.
- **Impersonation.** Pretending to be another business, a person or a public body, or suggesting a link or endorsement that doesn't exist.
- **Sanctions.** Using our services for, or on behalf of, anyone under UK sanctions.

Content we won't create

Even if you ask, we won't write, design or publish:

- reviews or testimonials written by us, or by anyone other than the real customer (we only add genuine testimonials that you supply, as our [Review & testimonial policy](https://northpin.studio/legal/reviews-policy) (northpin.studio/legal/reviews-policy) explains);
- statistics, results or claims you can't back up;
- health, medical or financial claims that break advertising rules;
- photos, logos or other material you don't have the right to use;
- copies of another business's website or content.

Your responsibilities

- Everything you give us, or add to your site yourself, is yours or properly licensed, true and lawful.
- You follow the rules for your sector, such as the advertising rules for dental practices and clinics.
- You're responsible for your own legal duties as a business, including your privacy notice, cookie consent, the prices you show and the reviews on your site.
- You keep your logins safe. Tell us straight away if you think someone else has access to them.

How to report a problem

Anyone can report content on a website we host or manage. Email hello@northpin.studio with "Content report" in the subject line, and include:

1. the web address (URL) of the content;
2. what the problem is, and why you think it's unlawful or breaks this policy;
3. for copyright or trade mark complaints, what you own and how the content uses it;
4. your name and contact details, and whether you're acting for someone else;
5. a statement that the information in your report is accurate, as far as you know.

For a security issue, such as a hacked page or a weakness you've found, use the subject line "Security". For questions about how we handle personal data, email privacy@northpin.studio.

What happens after you report

1. **We check it promptly.** We confirm we've received your report and review it.
2. **Urgent cases come first.** If content is clearly illegal, puts people at risk or is a security threat (such as malware or phishing), we take it down straight away. Then we tell the client.
3. **The client gets a chance to respond.** In other cases, we tell the client about the report and ask for their response, normally within 5 working days. We only share your contact details with the client if you agree, or if the law requires it.
4. **We decide and tell you both.** We may remove the content, restrict it, ask for changes, or leave it up. We tell you and the client what we've decided.

5. **Decisions can be challenged.** If your content was removed and you think we got it wrong, reply with your reasons. We'll look again, and restore the content if the complaint wasn't justified.

We keep a record of every report and decision. If a report is about a disagreement between a client and someone else, such as who owns a photo, we can't settle it for them. We may restrict the content until it's resolved. Please don't send false or abusive reports.

Suspension

We may suspend or restrict a website, a page, a form or an account if:

- we receive a credible legal complaint about it;
- it's a security risk to visitors, to us or to other clients, for example after a hack;
- it breaks this policy and hasn't been fixed after we've asked; or
- the law, a court or a regulator requires it.

Where we can, and where the law allows, we'll tell you before we act. In urgent cases we act first and tell you straight after. We only restrict what's needed, such as one page rather than your whole site. We restore it as soon as the problem is fixed.

Serious or repeated breaches of this policy are a material breach of the [Terms of Business](#), and we may end our agreement as the Terms set out. The Terms also explain how a suspension affects fees and liability. Suspension for unpaid invoices is covered by the Terms, not by this policy.

Changes to this policy

We may update this policy when the law or the way we work changes. If a change is significant, we'll email our clients before it takes effect. The date at the top of this page shows when it last changed.

Our promises: full terms

Last updated 22 September 2026 · Also online at northpin.studio/legal/guarantees

Every promise, with its conditions right next to it. Nothing is hidden elsewhere. These terms are part of our contract with you ([Terms of Business, clause 13](#)), and you can read them before you order anything.

How these promises work

- Each promise below sets out **what we promise, the conditions, what isn't covered** and **what you get if we miss it**.
- What you get if we miss a promise is the remedy for that promise, and the only compensation for it. It doesn't take away your right to end the contract for a serious breach ([clause 26](#)), or any right that the law says can't be taken away.
- Promise 1 applies to anyone who asks for a free preview. Promises 2 to 7 apply to business clients who have signed an Order Form, and promise 7 also applies to anyone who contacts us.

1 See it before you pay

What we promise: a free homepage preview, within 2 working days of your request. No card. No obligation. You only pay if you decide to order.

Conditions:

- The 2 working days start once we have enough information to identify your business.
- One preview, plus one round of tweaks, per business.
- For businesses and the self-employed. The person asking must own the business or be allowed to act for it.
- The full rules are in our [Free preview terms](#) (northpin.studio/legal/free-preview-terms).

Not covered: a full website, extra pages or more rounds of changes. Those are part of an order.

If we miss it: the preview stays free whatever happens. We never take card details for it, never switch you to a paid plan automatically and never add a preview fee later. If we're late, we tell you why and when it will arrive, and you're still under no obligation. If you're ever charged anything for a preview, we refund it in full within 14 days.

2 A fixed price in writing

What we promise: the price on your Order Form is the price you pay. We quote anything extra, and you approve it first.

Conditions: your Order Form lists the build price, the Care Plan price, the payment milestones and any add-ons.

Not covered: these can change what you pay, but only in the ways set out in the Terms:

- extra work you approve in writing ([clause 3](#));
- third-party costs you agree to in the Order Form or a quote, such as a premium domain or a booking tool;
- late-payment interest and fixed recovery charges ([clause 9](#));
- VAT or similar taxes the law requires us to charge, including VAT if we become VAT-registered ([clause 30](#));
- a Care Plan price change: at most once a year, by 5% at most, with 30 days' notice, and you can cancel before it applies ([clause 10](#)).

If we miss it: if we invoice you for anything you didn't agree to in writing, we cancel that charge. If you've already paid it, we refund it within 14 days.

3 On time, or your first month of care is free

What we promise: your site is live within 5 working days (Launch), 10 working days (Local Pro) or 20 working days (Local Plus) of us receiving your content and your first payment.

Conditions:

- The clock starts on the working day after we have both your first payment and the complete content and access listed in [Schedule 1](#). We confirm the start date and your target launch date by email.
- Working days are Monday to Friday, except public holidays in England and studio closure days. We announce closure days on our website and by email at least 14 days in advance, and there are no more than 15 a year ([Terms, definitions](#)).
- Any time spent waiting for you moves the date back, day for day. That includes waiting for feedback, approvals, content, access or a payment, including the final payment before go-live.
- If your Order Form includes add-ons, such as extra pages or languages, a shop or a move from an old site, or you approve a change of scope, the Order Form or the quote gives the new date. This promise then applies to that date. If you ordered the Rush add-on, it applies to the rush date in your Order Form.

Not covered: delays caused by events outside our control ([clause 28](#)), or by other companies you're responsible for, such as your old web host or domain provider being slow to release your domain.

If we miss it: your first month of Care Plan fees is free. We take it off your first Care Plan invoice. If you pay yearly, we take off one month of the monthly price of your plan (£39, £79 or £179). On a no-build-fee plan, we take off one month of the matching Care Plan fee: £39 for Launch Monthly, £79 for Local Pro Monthly, or £179 for Local Plus Monthly. There's one free month per project, even if the launch is late more than once.

4 Fast from day one

What we promise: your homepage scores 90 or more on Google PageSpeed Insights (mobile, performance) at launch, or we keep working at no cost until it does.

Conditions:

- We test your homepage with PageSpeed Insights, using the mobile performance score. Scores change a little from test to test, so we run it 3 times in a row and use the middle score.
- You can test it yourself at any time. To claim, tell us within 30 days of your launch date.

Not covered:

- Third-party tools you asked us to add, such as booking widgets, chat, video, maps, review widgets, or tracking and advertising scripts. If one of these pulls the score below 90, the promise is met if the homepage scores 90 or more without it. We'll show you the difference.
- Content or changes added after launch by you or anyone else, such as very large photos.
- Pages other than the homepage.
- Features or content you ask for before launch after we've told you in writing that they will bring the score below 90.
- Changes that Google makes to how PageSpeed Insights scores pages after your launch date.

If we miss it: we keep working on your homepage, at no cost to you, until it scores 90 or more under these conditions.

5 Yours

What we promise: the domain is in your name from day one, and the site is yours once it's paid.

Conditions:

- We register a new domain with your business as the legal holder. If you already own a domain, it stays in your name. We're listed as technical contact while we look after it ([clause 25](#)).
- The design, words and code we make for you become yours when the build is paid in full. On a no-build-fee plan, that's after payment 12, or when you buy out the rest of the build. If we end a no-build-fee plan early, or you end it because we broke the contract, the site becomes yours without a buy-out ([clause 10](#)). The copyright transfer is in the Order Form you sign, and it happens automatically on that payment. We also send you a short signed document confirming the transfer within 5 working days ([clause 19](#)).

Not covered:

- Our reusable building blocks (templates and code we use across projects) stay ours. You get a free, permanent licence to use them with your site, anywhere.
- Fonts, stock images, icons and plug-ins stay under their owners' licences. We list them in your licence register.
- AI-generated parts: we pass on whatever rights exist, but we can't promise they're exclusive to you or protected by copyright.
- Premium domains, and domains registered by someone else.

If we miss it: if a domain we registered for you is ever not in your name, we move it into your name free within 2 working days of you asking. If you've paid in full and need a document to prove you own your site, we sign it free.

6 A fair exit

What we promise: after the first 3 months, cancel with 30 days' notice. Your domain transfer code arrives within 5 working days, free, with your full site files once the build is paid (always, on a one-off build).

Conditions:

- Cancel by email to hello@northpin.studio. There's no exit fee.
- We send your files within 5 working days of your cancellation email, so you can move before your plan ends. If you owe us undisputed sums, we send them within 5 working days of you paying.

- “Full site files” means a complete copy of your site as static files, ready to host anywhere, plus your licence register.
- Your site stays online until the end of the period you've paid for.
- No-build-fee plans run for 12 monthly payments. To leave earlier, you can buy out the rest of the build and keep the site, or leave without it after at least 3 payments ([clause 10](#)).

Not covered:

- Help moving your site to a new host or developer. That's charged at our hourly rate, and we quote it first.
- Site files for a site you don't own yet, for example if the build hasn't been paid in full, you cancel the build before launch, or you leave a no-build-fee plan without buying it out. You still get your domain and your content, and you can have the files by paying the rest of the build price ([clause 27](#)).
- Data held by other companies' tools, such as your booking system. That stays with them.

If we miss it: if your files or transfer code arrive late, we keep your site online free of charge until 5 working days after you've received everything.

7 A reply within 1 working day, usually the same day

What we promise: we reply to your emails and messages within 1 working day, and usually on the same day.

Conditions:

- A reply is a real answer from a person, not an automatic message. It either answers your question or tells you when you'll have the answer.
- Our working hours are Mon–Fri, 09:00–17:30 UK time. Messages sent outside those hours count from the next working day. Studio closure days (announced at least 14 days ahead, no more than 15 a year) aren't working days.
- This covers messages to hello@northpin.studio and to the contact channels shown on our website.
- It includes complaints, accessibility requests and content or review reports. For those, our first reply may be an acknowledgement, with the full answer following within the times set out in the policy concerned.

Not covered: spam, sales messages and messages without contact details. On a Care Plan, how quickly we make a change is set by your plan's response targets in [Schedule 2](#).

If we miss it: tell us. We log every miss. If you're a Care Plan client, a missed reply counts as a missed response target: 3 misses in any 3 months and you can leave your plan straight away, with no notice and no exit fee ([clause 12](#)).

How to claim

1. Email hello@northpin.studio with “Promise claim” in the subject line.
2. Tell us which promise, what happened and the dates.
3. Claim within 30 days of the date the promise was missed. For promise 4, claim within 30 days of your launch date. Promises 5 and 6 have no time limit: you can claim at any time.
4. We reply within 1 working day and give you our decision within 10 working days.
5. If we agree, we apply the remedy on your next invoice or refund you within 14 days. If we don't agree, we explain why, and you can use our complaints process ([clause 32](#)).

We keep a record of every promise claim and how we dealt with it.

What we never promise

We never promise rankings, calls, bookings or revenue. Search engines, maps and AI assistants are run by other companies, and nobody can honestly control what they do. Google itself says no one can guarantee a #1 ranking on Google ([Google Search Central](#)). We promise what we control instead: the list above. See [clause 14](#).

Changes to these promises

The version of these terms published on the date you sign your Order Form is the one that applies to your project. If we change them later, the change applies to new orders, and we never reduce a promise for a project or Care Plan that's already under way without your written agreement ([clause 33.7](#)).

End of the Terms of Business, Schedules 1 to 4 and the Promise Terms · Northpin Studio · Last updated 22 September 2026