



Power On Media – Terms of Business

Introduction

These Terms of Business set out the agreement between Power On Media (“we”, “us”, or “our”) and the client (“you”, “your”) for the provision of website design and related digital services. By instructing us to commence work or by paying any invoice or deposit, you are agreeing to be bound by these terms.

These terms are designed to ensure clarity, accountability, and a mutually beneficial working relationship. We encourage you to read them carefully and contact us with any questions before proceeding.

Definitions

For the purposes of this Agreement:

- “Power On Media” / “we” / “us” refers to the service provider delivering website and digital services.
- “Client” / “you” / “your” refers to the individual or entity receiving our services.
- “Services” refers to any work or deliverables provided by Power On Media, including but not limited to web design, booking platform setup, SEO integration, and support.
- “SOW” (Statement of Work) refers to the document outlining the agreed scope, timeline, and cost of the project.
- “Deliverables” refers to the finished product or services as defined in the SOW.
- “Third-party services” refers to external platforms or providers such as hosting, booking systems, and plugins.
- “Live” means the point at which your website is publicly accessible via the internet.

1. Our Services

Power On Media designs and builds feature-rich, low-cost websites for startups and small to medium-sized businesses. Our services may include website design, hosting setup, basic SEO implementation, booking platform integration (such as SalonSite), and post-launch support as agreed in writing.

2. Project Scope & Deliverables

A full breakdown of the project scope and what’s included will be provided in a Statement of Work (SOW) before the project begins. Any work beyond this scope will require a separate quote and approval.

3. Payment Terms

A non-refundable deposit (typically 50%) is required before work begins. The remaining balance is due on project completion, prior to the website going live. Payment details will be clearly outlined on your invoice.

4. Client Responsibilities

You agree to provide content, images, branding assets, and any necessary information in a timely manner. Delays in providing these may impact project timelines.

5. Revisions

You are entitled to up to two rounds of revisions within the agreed scope. Additional revisions or changes outside the original scope may be chargeable.

6. Website Credit Link

Unless agreed otherwise in writing, we will include a discreet link in the website footer that says:

"Website by Power On Media", linking to www.poweronmedia.com.

This link helps support our business and shows others who built your site.

7. Backlink Acceptance

By paying your deposit invoice, which includes a link to these Terms of Business, you acknowledge and accept these terms in full. If you have any concerns or require changes to specific terms, please contact us before payment.

8. Ownership & Intellectual Property

Once full payment is received, you will own the rights to the website design and content created specifically for your business. Power On Media retains the right to showcase the completed work in our portfolio and marketing.

9. Hosting & Third-Party Services

We may recommend third-party services (e.g. hosting providers, plugins, booking systems) as part of your website setup. You are responsible for maintaining subscriptions and ensuring compliance with their terms.

10. Support & Maintenance

Ongoing support can be provided under a separate monthly or annual agreement. Basic post-launch support is included for 30 days to address technical issues directly related to the work we have delivered.

11. Cancellation & Termination

If you cancel the project after the deposit is paid but before completion, no refund will be issued. If Power On Media is unable to complete the work due to unforeseen circumstances, you will be refunded any amount paid beyond the deposit.

12. Liability

Power On Media is not liable for any direct or indirect losses arising from website downtime, third-party integrations, or client misuse. We will always act in good faith and aim to resolve any issues quickly and professionally.

13. Subscription Payments – SalonSite & Website Maintenance

13.1 Agreement Term

By subscribing to SalonSite or ongoing Website Maintenance Services provided by Power On Media, the client agrees to a minimum 12-month contract commencing from the date of the initial subscription payment.

13.2 Rolling Agreement

After the initial 12-month period, the agreement will automatically convert to a rolling monthly contract, terminable by either party with 30 days' written notice.

13.3 Missed or Cancelled Payments

If a subscription payment is missed, cancelled, or not received during the initial 12-month term, the remaining balance for the full commitment will become immediately due, plus an additional 30 days of service charges from the date of failed payment, unless otherwise agreed in writing.

13.4 Termination Conditions

Early termination by the client during the initial 12-month period will not negate the obligation to pay the full remaining balance of the term. Services may be suspended until outstanding payments are received in full.

13.5 Billing & Renewal

Clients will be notified of upcoming renewal terms at the 11-month mark. Continuation of service beyond 12 months will be deemed acceptance of the rolling contract terms.

14. SEO Disclaimer

14.1 Best Efforts, No Guarantees

Power On Media will use industry best practices to improve your website's visibility in search engines through ethical Search Engine Optimization (SEO) techniques. However, we do not guarantee specific rankings, traffic increases, or performance results.

14.2 Factors Beyond Control

Search engine performance is influenced by numerous factors outside our control, including but not limited to:

- Changes to search engine algorithms (e.g., Google updates)
- Competitive activity
- Domain age and history
- Client-provided content and compliance
- Technical hosting environment

14.3 Ongoing Nature of SEO

SEO is a long-term investment. While initial improvements may be visible within a few months, optimal results often require continuous effort, fresh content, and strategic adaptation over time.

14.4 Client Acknowledgement

By engaging Power On Media for SEO services, you acknowledge that outcomes are inherently uncertain, and results may vary despite our best efforts.

15. Legal Jurisdiction

These terms are governed by the laws of Scotland. Any disputes will be handled under Scottish jurisdiction.

16. GDPR & Data Protection

Power On Media will take reasonable care to ensure that any third-party tools or platforms we integrate (such as booking systems or contact forms) are GDPR-compliant at the point of setup. However, it is the client's sole responsibility to ensure ongoing compliance with data protection laws, including but not limited to:

- Maintaining a valid privacy policy
- Managing and responding to data subject access requests
- Ensuring cookie notices and consent mechanisms are in place
- Lawful processing, storage, and deletion of personal data collected via the website

Power On Media accepts no liability for any fines, claims, or damages arising from the client's failure to meet their legal obligations under the UK GDPR, Data Protection Act 2018, or any other applicable privacy regulations. We strongly advise clients to seek independent legal advice to ensure full compliance.

17. Entire Agreement

These Terms of Business constitute the entire agreement between Power On Media and the client and supersede any prior agreements, understandings, or communications, whether written or verbal. No other terms, conditions, or representations shall apply unless agreed in writing and signed by both parties.