
Terms and *Conditions*

The terms that apply to every service Full Stack provides,
alongside the Proposal for your project.

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These terms work together with the Proposal you accept. If the two ever differ, the Proposal applies to that project.

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1. About these terms

These terms apply to every service Full Stack provides. Each project's scope, price and timeline are set out in a separate Proposal that the Client accepts.

1. **Who we are.** Full Stack is a trading name of B Scaled Ltd, a company registered in England and Wales (company number 16432638), contactable at hello@fullstackgrowth.co.uk ("Full Stack", "we", "us").
2. **Who you are.** The business or individual who accepts a Proposal ("the Client", "you"). You confirm you are acting for business purposes, not as a consumer.
3. **How the agreement is formed.** The agreement between us is made up of these terms and the accepted Proposal (together, the "Agreement"). It starts when you accept the Proposal in writing, by e-signature or by paying the first invoice.
4. **If they conflict.** If the Proposal and these terms say different things, the Proposal wins for that project.
5. **Definitions.**
 - **Proposal:** the document, quote or package confirming the services, fees, revenue share (if any) and timeline for a project.
 - **Deliverables:** the funnels, pages, emails, automations, designs, copy, books and other materials we create for you.
 - **Retainer:** an ongoing monthly service paid on a recurring basis.
 - **Revenue Share:** a percentage of sales payable to us, as defined in the Proposal.

2. Our services

We deliver the services described in your Proposal, with reasonable skill and care, and nothing outside it unless agreed in writing.

1. **Scope.** The Proposal sets out exactly what is included. Anything not listed is out of scope.
2. **Changes.** If you want to add to or change the scope, we will confirm the extra cost and timing in writing before starting. Work only begins once you approve it.
3. **Revisions.** Each Deliverable includes the number of revision rounds stated in the Proposal, or two rounds if none is stated. Further revisions are charged at our standard rate.
4. **Timelines.** Dates in a Proposal are our best estimates, not guarantees. We will tell you promptly if a timeline is likely to move.
5. **Our team.** We may use trusted employees, contractors and specialists, including sales closers, to deliver the services. We remain responsible for their work.
6. **How we work.** We decide the methods, tools and processes used to deliver the services, unless the Proposal says otherwise.

3. Fees and payment

Set-up fees are paid before work begins, and all other invoices are due within 7 days.

1. **Set-up fees.** Any set-up or project fee in the Proposal is payable in full before work starts. We are not obliged to begin until it is received.
2. **Retainers.** Retainer fees are invoiced monthly in advance and are due within 7 days of the invoice date.
3. **Other invoices.** All other invoices are due within 7 days of the invoice date.
4. **Revenue Share.** Where the Proposal includes a Revenue Share:
 - the percentage, the sales it applies to, whether it is calculated on gross or net sales, and how long it lasts are set out in the Proposal;
 - you will give us read-only access to the relevant sales data (for example Stripe, Shopify or your payment platform), or a monthly sales report, so the amount can be calculated;
 - we will invoice the Revenue Share monthly in arrears, payable within 7 days.
5. **Third-party costs.** Advertising spend, software subscriptions, printing, stock, platform fees and other third-party costs are paid by you, directly to the provider where possible. If we pay any on your behalf with your approval, we will recharge them at cost.
6. **VAT.** B Scaled Ltd is not currently VAT registered, so no VAT is charged. If we become VAT registered, VAT will be added at the applicable rate from that date.
7. **Late payment.** If an invoice is unpaid after its due date, we may pause the services until it is paid and charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
8. **Fees are non-refundable.** Fees paid for work already started or completed are non-refundable, unless the Proposal says otherwise.

4. Your responsibilities

Great results depend on both of us, so you agree to give us what we need, on time.

1. **Information and content.** You will provide accurate information, content, brand assets and feedback when we ask for them.
2. **Approvals.** You will review and approve Deliverables within 5 working days, unless agreed otherwise. Anything not commented on within 10 working days is treated as approved.
3. **Access.** You will give us the account access we need (for example email, payment, website and social platforms) and keep your own login details secure.
4. **Your claims and products.** You are responsible for your products, services and coaching, and for the accuracy and legality of any claims made about them, including in ads, emails and sales pages we create from your information.
5. **Your customers.** You are responsible for delivering what you sell to your customers, and for handling their refunds, complaints and support.
6. **Delays.** If you are late providing anything we need, our timelines move by at least the same amount. Fees remain payable as scheduled.

5. No guarantee of results

We work hard to grow your revenue, but we cannot guarantee any specific sales, income, followers or other results.

1. Results depend on many things outside our control, including your audience, offer, pricing, content, delivery, market conditions and third-party platforms.
2. Any results, figures or case studies we share, on our website or elsewhere, show what other clients achieved. They are not a promise of what you will achieve.
3. Fees are payable for the work we deliver, whatever the commercial outcome, unless the Proposal links them to results.

6. Intellectual property

You own the Deliverables once the Agreement's terms are met and everything due has been paid.

1. **Transfer of ownership.** On full payment of all fees due, we assign to you all intellectual property rights in the Deliverables created specifically for you. Until then, we grant you a licence to use them only for the purposes of the project.
2. **Your materials.** You keep ownership of everything you give us, such as your content, branding, customer data and existing accounts. You give us permission to use them to deliver the services.
3. **Our materials.** We keep ownership of our own templates, frameworks, processes, tools, know-how and anything we created before or outside your project. Where these form part of a Deliverable, you get a permanent licence to use them as part of that Deliverable.
4. **Third-party assets.** Fonts, stock images, software and plugins are licensed by their owners and used on their terms.
5. **Case studies.** We may mention that we worked with you and share results as a case study or in our portfolio. If you want your name kept confidential, tell us in writing and we will anonymise it.

7. Confidentiality and data protection

Both of us keep the other's confidential information private, and we handle your customers' personal data only on your instructions.

1. **Confidentiality.** Each party will keep the other's confidential business information private and use it only for the Agreement. This does not apply to information that is already public, independently developed, or required to be disclosed by law. This clause continues after the Agreement ends.
2. **Data protection.** Both parties will comply with UK data protection law, including the UK GDPR and the Data Protection Act 2018.

- 3. Your customers' data.** Where we handle personal data on your behalf (for example email lists, leads or customer records), you are the controller and we are the processor. We will:
- process it only on your documented instructions and for the services;
 - keep it secure and ensure our team and contractors keep it confidential;
 - only use sub-processors (such as email, payment and automation platforms) needed to deliver the services, under appropriate safeguards;
 - help you respond to individuals' rights requests and notify you without undue delay of any personal data breach;
 - delete or return the data at the end of the services, unless the law requires us to keep it.
- 4. Lawful use.** You confirm you have a lawful basis, and any required consent, for the personal data you share with us and for the marketing we send on your behalf.
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8. Third-party platforms

We build on platforms we do not own or control, so we are not responsible for what those platforms do.

1. The services rely on third-party platforms such as Stripe, Shopify, Meta, TikTok, Calendly, email providers and automation tools.
 2. We are not liable for their outages, errors, fees, price or policy changes, or for any suspension, restriction or ban of your accounts by them.
 3. You are responsible for following each platform's terms, including advertising and payment rules.
 4. If a platform change means a Deliverable needs to be rebuilt or reworked, we will quote for that work separately.
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9. Term and termination

Retainers run for a minimum of 3 months and then continue until either party gives 30 days' written notice. All other work can be ended with 30 days' written notice.

1. **Retainers.** A Retainer has a minimum term of 3 months from its start date. After that, it continues month to month until either party gives 30 days' written notice. Notice can be given during the minimum term, but cannot end the Retainer before the 3 months are up.
2. **Other work.** For projects and services that are not a Retainer, either party may end the Agreement with 30 days' written notice.
3. **Ending for breach.** Either party may end the Agreement immediately in writing if the other:
 - commits a serious breach and does not fix it within 14 days of being asked to; or
 - becomes insolvent, enters administration or stops trading.
4. **Non-payment.** We may pause the services, or end the Agreement immediately, if any invoice is more than 14 days overdue.
5. **What is due on ending.** You will pay for all work done up to the end date, any remaining fees for the Retainer's minimum term, and any third-party costs already committed.

6. **Revenue Share after ending.** Any Revenue Share continues to apply to sales made through the systems we built for the period set out in the Proposal. If none is stated, it applies to sales made up to the end date.
 7. **Handover.** Once all amounts due are paid, we will transfer the Deliverables and hand back account access within a reasonable time. We will then remove our own access.
 8. **What survives.** Clauses on payment, intellectual property, confidentiality, data protection, liability and non-solicitation continue after the Agreement ends.
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10. Limitation of liability

Our total liability under the Agreement is capped at the fees you paid us in the 3 months before the claim.

1. **Cap.** Our total liability to you, whether in contract, negligence or otherwise, is limited to the total fees you paid us in the 3 months before the event giving rise to the claim.
 2. **Losses we are not liable for.** We are not liable for any loss of profit, revenue, sales, business, opportunity, goodwill or data, or for any indirect or consequential loss.
 3. **What is not limited.** Nothing in the Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.
 4. **Your indemnity.** You will cover any losses we suffer from claims by third parties arising from your products, services or claims, or from content and data you provided to us.
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11. General

Disputes are handled by talking first, then mediation, and the Agreement is governed by the law of England and Wales.

1. **Non-solicitation.** During the Agreement and for 12 months after it ends, you will not directly hire or engage any of our employees or contractors (including sales closers) who worked on your project, without our written consent.
2. **Events outside our control.** Neither party is liable for delays or failures caused by events beyond its reasonable control, such as platform outages, illness, extreme weather or government action.
3. **Notices.** Notices must be in writing and sent by email: to us at hello@fullstackgrowth.co.uk, and to you at the email address in the Proposal.
4. **Whole agreement.** The Agreement is the entire agreement between us for the project and replaces anything discussed before it.
5. **Changes to the Agreement.** Changes only apply if agreed in writing by both parties. We may update these terms for future Proposals.
6. **Transfer.** You may not transfer the Agreement without our written consent.
7. **Disputes.** If a dispute arises, we will both first try to resolve it in good faith. If it is not resolved within 30 days, either party may refer it to mediation before going to court.
8. **Governing law.** The Agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Acceptance

Signed on behalf of each party to confirm they accept these terms and the Proposal.

For Full Stack (B Scaled Ltd): name and signature

For the Client: name and signature

Date

Date