

Scaleware

Terms & Conditions

Operated by ScalewareUK Ltd | scaleware.uk

Welcome to Scaleware. By using our website or engaging our services, you agree to the following Terms & Conditions. Please read them carefully — they explain how we work, what you can expect from us, and what we expect from you.

If you have any questions before proceeding, get in touch at sales@scaleware.uk and we'll be happy to help.

1. Who We Are

Scaleware is the trading name of ScalewareUK Ltd, a digital services company providing paid advertising management, web design, website maintenance, and related services.

Brand name: Scaleware

Legal entity: ScalewareUK Ltd

Website: scaleware.uk

Registered in: England and Wales

Contact email: sales@scaleware.uk

2. Our Services

We provide a range of digital services including, but not limited to:

- Paid advertising management (Facebook/Meta and Google Ads)
- Website design and development
- Website hosting and ongoing maintenance
- Search engine optimisation (SEO)
- Digital marketing consultancy

The specific services, deliverables, and fees for your project are confirmed in a separate Statement of Work (SOW) issued to you before work begins.

Important: All advertising spend goes directly from you to the ad platform (Facebook/Meta, Google, etc.). ScalewareUK Ltd does not handle, hold, or receive any of your ad spend funds.

3. Payments and Fees

3.1 What You Are Paying For

When you subscribe to Scaleware's services, your fee covers two things:

- The professional services provided by our team — strategy, campaign management, web design, and ongoing support
- Access to the underlying software platform (HighLevel) on which your website and digital assets are built, hosted, and maintained

These two elements are bundled together as a single subscription. You are not paying for one without the other — both are included in, and entirely dependent on, your active, paid subscription with Scaleware.

Your subscription covers both our services AND the software platform your website runs on. If your subscription ends for any reason, access to both will cease immediately.

3.2 Our Fees

Our service fees are set out in your Statement of Work. Invoices are issued on the schedule agreed (monthly, quarterly, or per milestone).

3.3 VAT

ScalewareUK Ltd is not currently VAT registered, so our fees do not include VAT at this time.

If we become VAT registered in the future, we will notify you in writing before any change takes effect. From that point, VAT at the prevailing rate will be added on top of the agreed service fees and shown clearly on all invoices.

3.4 Payment Deadlines

Payment is due by the date shown on your invoice. If we don't receive payment within 5 working days of that date, we may suspend your services. If payment still hasn't been received after that point, we may treat the agreement as ended — see Section 5 for what happens in that case.

3.5 Failed Payments

If a payment fails to process, we'll let you know and work with you to sort it out. Persistent failed payments may result in your payment schedule being adjusted to recover any outstanding amount.

3.6 Chargebacks

By using our services, you agree that fees for work already carried out are non-refundable (subject to the exceptions in Section 4). We ask that you contact us directly to resolve any billing concerns before raising a dispute with your bank or card provider.

4. Refunds and Your Right to Cancel

4.1 14-Day Cooling-Off Period

If you are a consumer (not purchasing as a business), you have the right to cancel within 14 calendar days of signing up, without giving a reason. Just email us at sales@scaleware.uk within that window.

If you've asked us to start work immediately during the cooling-off period, we may charge a fair and proportionate amount for work already completed if you then cancel.

4.2 After the Cooling-Off Period

Once the 14-day period has passed, fees for services already delivered are non-refundable. The only exception is where we have failed to meet a specific written guarantee included in your Statement of Work — in which case the remedy will be as set out in that guarantee.

4.3 Ad Spend

Advertising spend paid directly to third-party platforms (such as Facebook/Meta or Google) cannot be refunded by us. Those funds are managed entirely by the respective platform.

5. Cancellation, Suspension, and Ending the Agreement

5.1 Cancelling Your Services

If you'd like to stop using our services, we ask for 30 days' written notice before your next renewal date. Please send your cancellation request to sales@scaleware.uk.

If notice is not received at least 30 days before the renewal date, a further billing period may be charged.

Once you've given notice, we'll ask you to complete a short off-boarding form. Your feedback helps us improve, and we appreciate you taking the time.

5.2 Your Website, the HighLevel Platform, and What Happens When Services End

This is one of the most important sections in these Terms. Please read it in full before engaging our web services.

All websites designed and built by Scaleware are created on a software platform called HighLevel. HighLevel is the system that powers the infrastructure, hosting, and functionality of your website. Your subscription with Scaleware covers both our team's expertise and the cost of your website operating on this platform — you cannot have one without the other.

Websites built on HighLevel cannot be transferred, exported, or migrated to any other hosting provider, platform, or third party — under any circumstances. This is a fundamental limitation of the HighLevel platform and is entirely outside Scaleware's control.

In plain terms, this means:

- Your website cannot be moved to a different hosting company
- It cannot be handed over to another web developer or agency to maintain
- It cannot continue to exist outside of an active, paid Scaleware subscription

If your subscription with Scaleware ends for any reason — whether you choose to cancel, your account is suspended due to non-payment, or the agreement is terminated by either party — the following will apply:

Your website will be taken offline and permanently removed from the HighLevel platform. Scaleware does not offer any reduced-cost, partial, or standalone hosting arrangement. The moment your subscription ceases, your website ceases with it.

We want to be completely transparent about this before you commit to our services. If you have any questions about what this means for your business, please speak to us before signing up — we are happy to walk you through it in full.

5.3 When We May Suspend or End the Agreement

We reserve the right to suspend or end our services immediately if:

- You behave in an abusive, threatening, or disrespectful way towards our team

- You fail to make payment within the timescales set out in Section 3
- You breach any material term of these Terms & Conditions
- Continuing to provide services becomes impossible due to circumstances outside our control

5.4 What Happens When the Agreement Ends

When the agreement ends for any reason, both parties will return each other's confidential information. Any advertising campaigns or assets built by our team will be removed from your ad accounts in the event of termination due to non-payment. In all other cases, we'll agree the handover of assets in writing.

As set out in Section 5.2, any website hosted on the HighLevel platform will be taken down upon termination of the subscription, regardless of the reason for termination.

6. Our Responsibilities and Limitations

6.1 Website Security

We carry out daily security scans, updates, and monitoring on websites we manage. That said, no website is 100% immune to cyber threats, and we cannot guarantee that your site will never be compromised.

To help keep your site secure, we recommend using strong passwords, enabling two-factor authentication, and reviewing who has access to your accounts.

6.2 Ad Platform Decisions

We have no control over decisions made by advertising platforms such as Facebook/Meta or Google. If your account, business page, or ads are restricted, suspended, or rejected by a platform, this falls outside our responsibility.

We will always support you through the appeals process under these circumstances, but as the account holder, you'll need to submit the appeal directly to the platform.

6.3 Circumstances Beyond Our Control

We won't be held responsible for delays or failures caused by events outside our reasonable control — such as natural disasters, internet outages, platform changes, government action, or other force majeure events.

6.4 Limitation of Liability

To the fullest extent permitted by law, our total liability to you in connection with these Terms will not exceed the total fees you've paid to us in the 3 months before the issue arose.

We are not liable for indirect or consequential losses, including loss of profit, revenue, or business opportunity.

7. Your Content and Our Intellectual Property

7.1 Content You Provide

Any images, copy, logos, or other materials you provide to us remain yours. By sharing them with us, you confirm that you have the right to do so, and you agree to cover us if a third party raises a claim relating to your materials.

7.2 What We Create

All strategies, creative assets, methodologies, templates, and materials developed by ScalewareUK Ltd remain our intellectual property. You're granted a licence to use the deliverables we produce for you, for the purposes agreed in your SOW — but you can't resell, reproduce, or share them without our written permission.

7.3 Your Confidential Information

We treat everything you share with us as confidential. We won't share your business information, plans, or data with anyone outside our team without your express permission, and we'll only use it to deliver your services.

8. Data Protection and Privacy

We take your privacy seriously. ScalewareUK Ltd processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

8.1 Your Role and Ours

When we handle personal data belonging to your customers as part of delivering your services (for example, advertising audiences), you are the data controller and we act as your data processor. We only process that data on your instructions and never for our own purposes.

8.2 Your Responsibilities as Controller

As the controller of your customers' data, you are responsible for:

- Having a lawful basis for collecting and using that data
- Providing your customers with a clear privacy notice
- Not keeping data longer than necessary
- Responding to any data subject rights requests

8.3 How We Keep Data Safe

We use industry-standard security measures including regular scanning, access controls, and data backup systems to protect any personal data we hold.

8.4 Full Privacy Policy

For full details on how we collect, use, and protect your personal data when you visit our website or use our services, please see our Privacy Policy at scaleware.uk/privacy.

9. Acceptable Use

When using our services, you agree not to:

- Use our services for anything unlawful or fraudulent
- Provide false or misleading information that affects how we deliver your services
- Request that we run advertising that breaches a platform's policies
- Behave in a way that is abusive or threatening towards anyone on our team

We reserve the right to end your services without notice if you breach any of the above.

10. General

10.1 Entire Agreement

These Terms, together with your Statement of Work, make up the full agreement between you and ScalewareUK Ltd. They replace any previous discussions, quotes, or agreements.

10.2 Changes to These Terms

We may update these Terms from time to time. If we make a significant change, we'll let you know by email at least 14 days before it takes effect. The latest version will always be available on our website at scaleware.uk.

10.3 Severability

If any part of these Terms is found to be unenforceable, the rest of the Terms will continue to apply.

10.4 Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be handled by the courts of England and Wales. We'll always try to resolve things informally first — just get in touch and we'll do our best to find a fair solution.

Questions or Concerns?

If you have any questions about these Terms, or anything else relating to our services, please get in touch:

Email: sales@scaleware.uk

Website: scaleware.uk

Company: ScalewareUK Ltd, registered in England and Wales

[ScalewareUK Ltd](#) | scaleware.uk | sales@scaleware.uk |