

Terms & Conditions

Updated August 2025

hello@platform.team

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These Terms and Conditions apply to any individual or entity ("you", "your", "the client") engaging with Platform. Platform is a trading style of Platform Manchester Limited (Company No. 16606435), registered at Broadhurst House, 56 Oxford Street, Manchester, England, M1 6EU. Contact: josh@platform.team or 0161 533 2000.

1. Quotations, Contracts and Invoices

- 1.1. All fees are excluding and subject to VAT, and will be issued in GBP.
 - 1.2. One-off work is defined as work that will only occur once, such as a project or ad-hoc development work.
 - 1.3. An ongoing contract will be billed once per month, and delivered on a monthly basis. In some cases, an ongoing contract may be billed once per year and delivered once per year.
 - 1.4. Where an Order Form is issued by us, we will require this to be signed by the client ahead of any work commencing. The Order Form will contain a scope of works.
 - 1.5. Where an Order Form is not issued, the scope of works will be detailed via email.
 - 1.6. Any quotation given is valid for 90 days unless withdrawn or extended by us. We will not increase fees unless the scope or deliverables are amended by the client, and we will give prior notice if this is the case.
 - 1.7. By making payment or instructing us to proceed with work, the client is agreeing to these Terms and Conditions, which are available via our website.
- website or application demands more resources than originally perceived, we may increase the fee above the original quotation. The client may decline this fee increase and give notice. At any point, a client can give three months notice to cancel, and move the website or application to another provider. The website or application hosting infrastructure will be switched off three months after the date on which notice was given, unless otherwise agreed. Any payments made for periods not used will not be refunded.
- 2.4. We prefer all payments where an invoice is issued to be made via Bank Transfer using the details on the invoice. We may request payment by Direct Debit or Debit/Credit Card for any ongoing services or for the supply of website or application hosting.
 - 2.5. Failure to make payment may result in the suspension of services, or the remainder of the full contract value becoming immediately due for payment, or cancellation by us of any contract in place.
 - 2.6. We reserve the right to apply statutory interest and reasonable administration fees to overdue invoices, in line with the Late Payment of Commercial Debts (Interest) Act 1998.

2. Payments

- 2.1. If an Order Form is issued by us, the payment schedule will be detailed within the document. By signing this document, the client is agreeing to pay the full amounts on or before the dates that are stated. This is a legally binding contract, and cannot be cancelled or suspended.
- 2.2. If an Order Form is not issued by us, we will require full payment ahead of any work commencing, unless otherwise agreed.
- 2.3. Where we are the supplier of website or application hosting, we will provide a quotation in advance of transfer to our infrastructure, which may include a fee to transfer the website or application. This supply may be billed on a monthly, quarterly or annual basis. Where the

3. Services

- 3.1. We agree to carry out work to the scope of works detailed. Where a client extends this scope of works, we will notify the client in advance, and provide a quotation for the additional work which can be considered and accepted, or declined. In the event of a dispute arising as to whether the work satisfies the specification agreed, we will consider the dispute and make a fair decision that shall be final and binding.
- 3.2. We require the client to work with us in a timely and suitable manner, communicating and delivering feedback and assets in the format required.
- 3.3. We will endeavour to provide all work within reasonable and any approximate or agreed timeframes, however there is



no guarantee.

- 3.4. The client shall not supply any information which infringes the Intellectual Property Rights of a third party, or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material.
- 3.5. The client guarantees that any asset delivered to us for use within our work is owned by the client, or that the client has permission from the rightful owner to use each of these elements.
- 3.6. It is the responsibility of the client to review and approve our work where the client feels this is necessary. Where work is not reviewed, we accept no responsibility for inaccuracies or errors.
- 3.7. We will use our knowledge and skills to improve positions held within search engines and/or optimise advertising campaigns. However, results are influenced by external factors beyond our control, including but not limited to search engine algorithm changes, market competition, or advertising platform policies. We cannot guarantee specific results, rankings, return on investment, or performance improvements.
- 3.8. Where we are the supplier of website or application hosting, we will require constant access to the website or application hosted. We will endeavour to supply a service that is available at all times. However, the client understands that we may use a third-party to supply some or all of these services and therefore we are not in full control of the promptness of any technical assistance that is required should an issue arise, and equally cannot guarantee the service will be available at all times. We do not provide guaranteed 24/7 support unless separately agreed in writing within a Service Level Agreement (SLA). If maintenance to the infrastructure is required, we will give at least 7 days notice, and will endeavour to ensure any time that the website or application is not available is kept to an absolute minimum.
- 3.9. We do not accept any responsibility for the mistakes or actions of any third-party including but not limited to payment gateway providers, advertising platforms, printing suppliers, or website and application hosting suppliers.
- 3.10. Ownership of all final deliverables transfers to the client once full payment has been received. Until payment is made in full, all rights to any work or materials remain with us.
- 3.11. Minor revisions are included where reasonable. Significant changes, additions or new requests outside the agreed scope will be quoted separately.
- 3.12. For any platform, website or application we deliver, we provide a 30-day warranty period from the date of launch to fix any genuine defects or technical faults that arise from our work. After this period, further

development, fixes or support will be chargeable unless otherwise agreed within an ongoing agreement.

- 3.13. Where we set up, integrate, or configure third-party platforms, plugins, software, or services, the client is responsible for managing any associated licences, fees, or account terms, unless otherwise agreed.
- 3.14. We may reference our work with a client in our portfolio, marketing materials, website or case studies from the point at which the client uses our services, unless the client requests otherwise in writing.
- 3.15. Once full payment for any platform, website or application is received, the client owns the completed deliverables. However, where we are providing ongoing services - including development, maintenance, support or hosting - we reserve the right to limit access to source code, server environments or technical infrastructure during the agreement period. This protects service stability, prevents third-party changes that could affect performance or security, and avoids conflicts with our ongoing work. Full handover of code and access will be provided at the end of the agreement, subject to all payments being made.
- 3.16. Where the client chooses to host a platform, website or application themselves, or through a third-party supplier, we cannot be held responsible for any issues relating to hosting performance, security, availability, or compatibility with the codebase. If we continue to provide development, support, or maintenance on a client-hosted environment, it is the client's responsibility to ensure the environment meets suitable technical standards. We reserve the right to decline work or provide additional quotations where the hosting environment limits our ability to deliver services effectively.
- 3.17. The client agrees not to provide backend, server, or source code access to any third-party supplier during the term of an ongoing agreement without notifying us in advance. We reserve the right to terminate the agreement or adjust our services if third-party involvement affects system stability or security.
- 3.18. We reserve the right to reuse general code libraries, frameworks, or components developed by us that are not specific to the client's project.

4. Termination

- 4.1. Either party may terminate any contract immediately and without notice if either entity enters into administration or liquidation.
- 4.2. We may terminate any contract immediately and without notice if any invoice becomes more than 60 days overdue, or if a client fails to cooperate. In this scenario, the remainder of the full contract value may become immediately due for payment.



- 4.3. Where we are delivering ongoing services that are not covered by a fixed-term contract (for example, monthly design or development work or support), either party can end or materially reduce the agreed services by giving three full months' written notice. During this notice period, the agreed services and corresponding fees will continue in full.

5. Indemnity and Limitation of Liability

- 5.1. We shall not be liable for failure to perform any services if such failure is as a result of any extraordinary event or circumstance beyond our reasonable control. This is known as force majeure.
- 5.2. We cannot be held liable to the client for any loss or damage whatsoever or however caused arising directly or indirectly in connection with our services.
- 5.3. Our total liability for any claim, whether in contract, negligence or otherwise, shall not exceed the total amount paid by the client for the specific project or service in question.
- 5.4. We cannot guarantee that any work we deliver, including websites, platforms, marketing campaigns or technical support, will result in specific leads, revenue, growth or other commercial outcomes. While we use our skills and experience to deliver quality work, success is influenced by factors beyond our control. We cannot be held liable where targets or commercial expectations are not met.

6. Severance

- 6.1. If any clause (or part of a clause) within these Terms and Conditions is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain.

7. Data & Compliance

- 7.1. Where platforms, websites or applications collect personal data, the client remains the Data Controller and is responsible for ensuring compliance with relevant data protection laws, including GDPR.
- 7.2. We will act as a Data Processor only where required and will follow reasonable security practices, but ultimate responsibility for data usage and compliance remains with the client.

8. General

- 8.1. The client agrees not to approach, employ, or engage any of our staff or contractors directly for a period of 12 months following the conclusion of any project or agreement.
- 8.2. We may assign, transfer, or novate our rights and obligations (in whole or in part) to another company

within our group, or to a successor, or purchaser of our business. The client provides advance consent to any such transfer. We will provide written notice where required by law or where the transfer results in a change of service. The client's rights remain unaffected.

- 8.3. These Terms and Conditions represent the entire agreement between us and the client, and override any previous discussions, emails, or understandings unless specifically agreed in writing.

9. Privacy

- 9.1. Our separate Privacy Policy explains how we collect, use, and protect personal information. This is available via our website and applies to all interactions with us.

