

Terms and Conditions

Last Updated: 03/05/25

Acknowledgement

These Terms and Conditions (“Agreement”) govern the use of services provided by **Engineered Outbound Limited (t/a Engineered GTM)** (“Engineered GTM”, “Service Provider”, “we,” “us,” or “our”), including our “done-with-you” and “done-for-you” services, to our clients (“Client,” “you,” or “your”). By accessing or using our services, you agree to comply with and be bound by these Terms and Conditions. These terms and conditions apply to all quotations, offers, work, Agreements and deliveries of services or goods by or on behalf of the Service Provider.

The Client’s access to and use of the Service is conditioned on the Client’s acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, the Client agrees to be bound by these Terms and Conditions. If the Client disagrees with any part of these Terms and Conditions then the Client may not access the Service. The Terms that govern the provision of the Service by the Service Provider to the Client form the Agreement between the Parties.

The Service Provider reserves the right to amend the Agreement from time to time. The continued use of the service by the Client will be relied upon by the Service Provider as consent to any such amendment. Material changes in the Agreement will enter into force after 7 days of notification thereof by the Service Provider to the Client. Deviation from these conditions is only possible if the Parties have explicitly agreed in writing.

The Client represents that the Client is over the age of 18. The Service Provider does not permit those under 18 to use the Service.

The Client’s access to and use of the Service is also conditioned on the Client’s acceptance of and compliance with the Privacy Policy of the Service Provider. Our Privacy Policy describes the Service Provider’s policies and procedures on the collection, use and disclosure of the Client’s personal information when the Client uses the Application or the Website and tells the Client about its privacy rights and how the law protects the Client. Please read the Privacy Policy carefully before using the Service.

The Agreement always contains best efforts obligations for the Service Provider, no obligations with regard to results. The client is therefore not entitled to compensation if the intended result is not achieved.

1. Definitions

- **Service Provider:** Engineered Outbound Limited (t/a Engineered GTM), registered in England & Wales, Company Registration Number: 15937674.

- **Client:** The counterparty to the Service Provider is referred to in these general terms and conditions as the Client.
- **Parties:** Service Provider and Client together.
- **Agreement:** These Terms and Conditions which qualify as the Agreement between the Parties.
- **Service:** Any and all services provided by the Service Provider, including but not limited to our “done-for-you” and “done-with-you” services.
- **Terms and Conditions:** These Terms and Conditions form the entire agreement between the Client and the Service Provider regarding the use of the Service.
- **Support:** As set out and agreed in the scoped quotation signed by the Client before delivery of the services commence.

2. Services Provided

Engineered GTM offers Revenue Operations and Go-To-Market strategic and technical consultancy services, including but not limited to:

- Installation, migration, optimisation and/or expansion of the Client’s CRM
 - Workflow mapping, refinement, logic building and implementation
 - Retained maintenance, support and strategy
 - Technology stack optimisation
 - Go-to-market strategy analysis, planning and research
 - Custom integrations, HubSpot apps, bespoke AI agent development
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3. Client Responsibilities

As the Client, you agree to:

- **Provide accurate information:** Ensure that all information provided to us, including business details and service goals, is accurate and up-to-date.
 - **Comply with laws:** Ensure that all materials provided to us by you for the purposes of delivering services comply with applicable laws, including data protection and marketing laws, including the UK GDPR.
 - **Approve Content:** Approve all campaign content and messaging before it is used in outreach efforts.
 - **Maintain account security:** Safeguard your account login credentials and notify us promptly if you suspect any unauthorised access.
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4. Service Period

Engineered GTM offers services on a minimum commitment basis:

- **Done-With-You engagements** require a minimum service period of **one (1) calendar month**.

- **Done-For-You engagements** require a minimum service period of **three (3) calendar months**, commencing from the agreed start date of the pilot.

By entering into an agreement with Engineered GTM, the Client acknowledges and accepts the applicable minimum service period. Early termination by the Client prior to the end of the agreed minimum period will not relieve the Client of the obligation to pay for the full duration of that period.

5. Payment and Billing

- **Fees:** The Client agrees to pay for the services as outlined in the invoice or service agreement. All fees are due according to the payment schedule outlined in the agreement.
 - **Late Payments:** If payment is not received on time, Engineered GTM reserves the right to suspend services until payment is made in full, and to charge interest at the statutory rate and to recover reasonable costs incurred in pursuing payment, including legal fees and debt recovery charges.
 - **Refund Policy:** Fees paid for services are non-refundable, unless otherwise stated in the service agreement or as required by law.
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6. Offers and Quotations

All quotations provided by Engineered GTM are valid for 30 days from the date of issue, unless otherwise stated. Quotations do not constitute a binding offer and are subject to change or withdrawal at any time prior to written acceptance by the Client.

7. Price Indexing

For services provided on a recurring basis, including but not limited to retainer “done-with-you” or “done-for-you” services, Engineered GTM reserves the right to adjust pricing annually in line with the UK Consumer Price Index (CPI), effective on each anniversary of the contract start date. Any such increase will be communicated in writing at least 30 days in advance.

8. Confidentiality and Data Protection

- **Confidentiality:** Both parties agree to keep all information shared during the course of the services confidential, including business strategies, client data, and campaign details.

- **Data Protection and UK GDPR Compliance:** We are committed to protecting your privacy and handling your personal data in compliance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**. For further details on how we handle your personal data, please review our Privacy Policy. As a data processor, Engineered GTM agrees to process personal data on behalf of the Client only for the purposes specified in this Agreement and in accordance with the Client's instructions. The Client remains the data controller for any personal data provided.
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9. Intellectual Property

- **Ownership of Materials:** All intellectual property rights to the content and materials produced by Engineered GTM during the course of providing services remain with Engineered GTM, unless otherwise agreed in writing.
 - **Client Use of Materials:** The Client may use the delivered materials solely for the purposes permitted by the scope of services. Any redistribution or resale of materials is strictly prohibited, and requires explicit written consent from Engineered GTM.
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10. Limitation of Liability

- **Limitation of Liability:** Our total aggregate liability for any claim arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the lesser of:
 - (a) the total amount paid by the Client for services in the preceding **one (1) month**, or
 - (b) **£1,000**.
 - **Indirect Damages:** Engineered GTM is not liable for any indirect, incidental, special, or consequential damages, including loss of profit, data, or business opportunities, arising from the use or inability to use the services.
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11. Termination

- **Termination by Client:** The Client may terminate this Agreement at any time by providing 28 days' written notice to Engineered GTM. Any outstanding payments will be due upon termination.
 - **Termination by Engineered GTM:** We may terminate this Agreement immediately if the Client violates any terms of this Agreement, including non-payment, or if we believe the Client's actions may harm our reputation or services.
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12. Dispute Resolution

- **Governing Law:** This Agreement is governed by and construed in accordance with the laws of England and Wales.
 - **Dispute Resolution:** Any disputes or claims arising from this Agreement will be resolved through mediation or binding arbitration, as agreed by both parties, in the jurisdiction of England and Wales.
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13. Force Majeure

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to natural disasters, acts of war, government regulations, or other unforeseen events.

14. Modifications to the Terms

Engineered GTM reserves the right to modify or update these Terms and Conditions at any time. We will notify the Client of any material changes by posting the updated version on our website. Continued use of the services after such changes signifies acceptance of the revised Terms and Conditions.

15. Data Processing Under UK GDPR

- **Data Controller and Data Processor:** Engineered GTM acts as a **data processor** for the personal data provided by the Client, who is the **data controller**. We will only process personal data in accordance with the instructions provided by the Client.
- **Purpose of Data Processing:** The personal data we process will be used solely for the purposes of executing the services agreed upon as bound by this Agreement.
- **Security Measures:** Engineered GTM will implement appropriate technical and organisational measures to ensure the security of the personal data provided, including protection against unauthorised access, loss, or destruction.
- **Data Transfers:** We will not transfer personal data outside of the UK or the European Economic Area (EEA) unless the necessary safeguards are in place as per the requirements of the UK GDPR.
- **Sub-processors:** We may engage third-party sub-processors to assist in providing our services. We will ensure that any sub-processors are bound by obligations that are equivalent to those outlined in this Agreement regarding data protection and confidentiality.
- **Data Subject Rights:** The Client is responsible for ensuring that they comply with data subject rights under the UK GDPR, including the rights to access, rectification, erasure, and data portability. Engineered GTM will assist the Client in complying with these requests as necessary.

- **Data Breaches:** In the event of a data breach that affects personal data processed under this Agreement, Engineered GTM will notify the Client without undue delay. We will also assist the Client in meeting their obligations under the UK GDPR, including notifying the relevant supervisory authority, if necessary.
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16. Entire Agreement

These Terms and Conditions, together with any written service agreement or proposal, constitute the entire agreement between the parties concerning the services provided by Engineered GTM. Any amendments or modifications must be made in writing and signed by both parties.

17. Contact Information

If you have any questions about these Terms and Conditions or require additional information, please contact us at:

- **Email:** hello@engineeredgtm.io
- **Postal Address:** Engineered Outbound Limited, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX