

BPAV Technology Group Ltd – HubSpot Services Terms & Conditions

Last updated: 7 October 2025

These Terms and Conditions (“Terms”) apply to all HubSpot-related services provided by BPAV Technology Group Ltd and its subsidiaries, including Controllabs software (collectively “BPAV”, “we”, “us”, or “our”).

They apply to all business clients (“you”, “your”) who engage BPAV for HubSpot consulting, implementation, support, or related digital services.

By accepting a BPAV quote, proposal, or statement of work (“SOW”) — or by using our HubSpot services — you agree to these Terms.

If any conflict arises between documents, the Statement of Work takes priority, followed by the Quote, then these Terms.

1. About BPAV

BPAV Technology Group Ltd is registered in England and Wales (Company No. 14304458).
Registered Office: Ground Floor, Unit C1, Prisma Park, Berrington Way, Basingstoke, RG24 8GT

Email: sales@bpav.global | Website: www.BPAV.global

These Terms also apply to BPAV’s subsidiary companies within the BPAV Technology Group, including Controllabs.

2. Definitions

For clarity throughout this document:

“Services” means the HubSpot-related consulting, implementation, or support activities provided by BPAV.

“Deliverables” means all materials, configurations, workflows, documentation, or reports created by BPAV as part of the Services.

“Client Data” means all information, files, and materials supplied by you.

“SOW” means the Statement of Work agreed between BPAV and the Client.

“Confidential Information” means non-public information disclosed between the parties under this Agreement.

3. Term of Agreement

This Agreement begins on the date you accept our quote or SOW and remains in effect until the project or service ends, unless terminated earlier under Section 29.

For ongoing or retainer-based services, these Terms automatically renew under the same conditions unless cancelled in writing at least 30 days before renewal.

4. Scope of Services

BPAV will provide HubSpot services as outlined in your Quote or SOW. These may include:

- HubSpot CRM setup and configuration
- Marketing Hub, Sales Hub, and Service Hub implementation
- Workflow automation and optimisation
- Custom properties, objects, and reporting
- HubSpot CMS website or landing page development
- Data migration and cleansing
- Integration with third-party platforms
- Technical support and user training

All services are delivered with professional care and tailored to your business objectives.

5. Client Responsibilities

You agree to:

- Provide timely access to relevant personnel, systems, and HubSpot accounts
- Supply accurate data, content, and materials in required formats
- Appoint a primary contact authorised to make decisions
- Review and approve work promptly

If the Client delays the project by more than five (5) business days, BPAV reserves the right to suspend or terminate the project and issue an updated delivery timeline or change order. BPAV is not responsible for delays, costs, or issues resulting from missing or inaccurate information, or delayed approvals.

6. Access and Authorisation

You agree to provide BPAV with necessary system access, login credentials, and authorisations required to perform the services.

BPAV will maintain the confidentiality and security of all access details and use them solely for the purpose of fulfilling this agreement.

7. HubSpot Accounts and Third-Party Tools

You are responsible for maintaining your HubSpot licence and any third-party accounts or tools used in connection with the services.

BPAV is an independent consultancy, not an agent or reseller of HubSpot Inc.

BPAV is not liable for downtime, data loss, or service interruptions caused by HubSpot or other third-party providers.

If third-party vendors change their APIs, pricing, or features, project costs or timelines may need to be adjusted. BPAV will communicate any such changes promptly.

8. Use of AI and Automation Tools

BPAV may use AI-assisted or automation tools to support delivery and improve efficiency.

While these tools enhance productivity, BPAV does not guarantee the originality or accuracy of AI-generated outputs.

You are responsible for reviewing and approving all AI-assisted materials before publication.

9. Timelines and Delivery

Project timelines will be agreed in the SOW or quote.

BPAV will make reasonable efforts to meet deadlines, but delays caused by client dependencies, third parties, or force majeure events may impact delivery schedules.

10. Fees, Payments, and Expenses

Fees are defined in the Quote or SOW.

Unless otherwise agreed, invoices are payable within 10 calendar days of issue. Payments must be made in full so BPAV receives the total invoiced amount.

Late payments may incur interest at 8% above the Bank of England base rate from the sixth day after the due date.

All fees are quoted in GBP (£) and exclude VAT and applicable taxes.

Purchase Orders are required before BPAV begins any project.

Expenses:

Travel and third-party costs will be invoiced. Price changes may be reflected in final invoices, for example if a quoted travel cost changes due to increased flight or accommodation rates.

Additional Work:

Any work outside the agreed scope requires written approval and a new quote.

Refunds:

Deposits or advance payments are non-refundable unless BPAV fails to deliver the agreed services.

Service Suspension:

BPAV reserves the right to suspend services if invoices remain unpaid for more than five (5) business days after the due date, or if continued work would breach data protection or compliance obligations.

11. Revisions and Change Requests

Reasonable revisions within the agreed scope are included.

Any additional requests or changes to deliverables after approval will require a revised quote or change order.

12. Data Migration and Accuracy

BPAV takes care when handling, migrating, or importing your data but cannot be held responsible for data errors, corruption, or loss originating from client or third-party systems. BPAV is not responsible for restoring lost HubSpot data unless the loss is directly caused by BPAV.

13. Acceptance Criteria / Sign-Off Process

You have 5 business days from delivery to review and provide feedback.
If no feedback is received within that time, the deliverable will be deemed accepted.
Once accepted, any further changes will be treated as new work and charged accordingly.

14. Use of Deliverables

Deliverables are provided for your internal business use only.
Redistribution, resale, or sublicensing is not permitted without prior written consent from BPAV.
A paid Distribution Licence may be required for third-party use.

15. Confidentiality

Both parties agree to treat all non-public project information as confidential and not share it with any third party without written consent, unless required by law.
Upon request, BPAV will delete or return all confidential materials after project completion.

16. Data Protection and Compliance

BPAV complies with UK GDPR and applies appropriate security measures to protect client data.
You are responsible for managing user permissions, passwords, and internal data controls.

17. Deliverable Retention

BPAV will retain deliverables securely indefinitely, but may choose to archive or permanently delete files unless otherwise agreed in writing.

18. Intellectual Property

Upon full payment, all project deliverables become your property.
BPAV retains ownership of all pre-existing materials, frameworks, templates, and code libraries not developed specifically for your project.

BPAV may showcase non-confidential elements of the project in its portfolio or marketing materials unless restricted by you in writing.
You grant BPAV a non-exclusive right to reference your company name and logo for marketing purposes, unless you opt out in writing.

19. Insurance

BPAV maintains professional indemnity and public liability insurance appropriate to its services. Certificates are available upon request.

20. Warranties and Liability

BPAV performs services with reasonable care and skill but makes no guarantee of specific business outcomes.

BPAV is not liable for indirect, incidental, or consequential damages.

BPAV's total liability under this agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client for the specific project giving rise to the claim.

21. Client Liability

You agree to indemnify BPAV against any claims or losses arising from your misuse of HubSpot, third-party tools, or deliverables provided under this agreement, except where caused by BPAV's gross negligence or misconduct.

22. Force Majeure

Neither party is liable for delays or non-performance caused by events beyond reasonable control, including but not limited to natural disasters, pandemics, internet outages, labour disputes, or government restrictions.

23. Non-Solicitation

You agree not to solicit or hire any BPAV employee or contractor involved in your project for 12 months following the termination of this agreement, without prior written consent.

24. Ongoing Support and Maintenance

If ongoing support or a retainer is included, details (scope, response times, and renewal terms) will be set out in a separate schedule.

Unless specified, no guaranteed service level agreements (SLAs) are included in standard support.

25. Escalation Path

BPAV will provide an escalation path for support services, including a designated account manager and technical contact. Escalations will be handled according to internal BPAV procedures.

26. Time Tracking and Reporting

For retainer or time-based engagements, BPAV maintains internal time and task records. Summary reports can be provided upon request or at agreed intervals.

27. Audit and Compliance

If you are subject to audit or regulatory reviews, BPAV will provide reasonable access to relevant documentation to support compliance, upon written request.

28. Dispute Resolution

Both parties will attempt to resolve any disputes amicably within 30 days. If no resolution is reached, the dispute may proceed to mediation before any legal action is taken.

29. Termination

Either party may terminate this agreement with 14 days' written notice. Either party may also terminate immediately if the other party commits a material breach that remains unremedied after 14 days of notice, or becomes insolvent, ceases trading, or enters administration.

Upon termination:

You must pay for all work completed to date.

BPAV will deliver completed deliverables and documentation as appropriate.

30. Notices

All formal notices must be in writing and delivered by email to sales@bpav.global or to the contact address provided by the Client.

31. Updates to Terms

BPAV may update these Terms periodically. The version in effect at the time of quote acceptance applies to each engagement unless otherwise agreed in writing.

32. Electronic Acceptance

Acceptance of a quote or SOW via HubSpot, email, or electronic signature constitutes agreement to these Terms and carries the same legal effect as a signed contract.

33. Severability

If any part of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

34. Entire Agreement

This Agreement constitutes the entire understanding between BPAV and the Client regarding the Services and supersedes all prior proposals, discussions, or communications.

35. No Partnership or Agency

Nothing in this Agreement shall create or imply a partnership, joint venture, or employment relationship between BPAV and the Client. Both parties remain independent entities.

36. Assignment

BPAV may assign or subcontract parts of this Agreement to trusted partners or affiliates, provided confidentiality and quality standards are maintained.

37. Governing Law

This Agreement is governed by the laws of England and Wales.
Any disputes will be subject to the exclusive jurisdiction of the courts of England.

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