

BPAV Technology Group Ltd – IT Support & Managed Services Terms & Conditions
Applies to BPAV Technology Group Ltd and its subsidiary companies.

Last Updated: October 2025

These Terms & Conditions (“Agreement”) set out the basis on which BPAV Technology Group Ltd and its group companies (“BPAV”, “we”, “us”, “our”) provide IT Support and Managed Services to the Client (“you”, “your”).

By signing, renewing, or using BPAV IT support or managed services, you agree to the following terms.

1. Definitions

Agreement – These Terms & Conditions together with any related Quote, Support Schedule, or Statement of Work.

Business Day – Monday to Friday, excluding UK public holidays.

SLA – The Service Level Agreement described in Section 6.

Client Systems – The IT infrastructure, endpoints, servers, networks, software, and cloud environments supported under this Agreement.

Support Hours – 08:00 to 17:30 UK time, Monday to Friday, excluding public holidays.

Managed Services – Proactive monitoring, maintenance, patch management, cybersecurity tools, and other IT management functions provided by BPAV as detailed in your Support Schedule.

2. Custom Nature of Support Contracts

All BPAV support contracts are custom and tailored to each client’s specific requirements. The scope, inclusions, and SLAs will be clearly stated in your quote or support schedule. On-site support and engineering visits are only included if explicitly stated in the quote or support agreement. Otherwise, all services are provided remotely.

3. Scope of Agreement

This Agreement covers BPAV's IT support desk and managed services, including helpdesk, remote technical support, onsite engineering, proactive monitoring, patch management, cybersecurity support, cloud administration, backup oversight, and preventative maintenance as outlined in your Support Schedule or Quote.

BPAV acts as your technology support partner, focused on reliability, uptime, and system performance.

4. Support Contact Information

Support Desk: support@bpav.global

Phone: 03333 443201

Escalations: ben.price@bpav.global

Sales & Account Management: sales@bpav.global

5. Support Hours and Coverage

Standard support is available during Support Hours.

Tickets may be logged 24/7 by email and will be responded to during these hours.

Out-of-hours or 24/7 support can be arranged separately and may incur additional charges.

Support channels include telephone, email, secure remote connection, and on-site visits (if included in the contract).

6. Included Support & Managed Services

6.1 Helpdesk Support

Centralised ticket logging, incident management, and technical assistance for IT systems, including:

- Endpoint and operating system support
- User and access management
- Microsoft 365, Google Workspace, and SaaS support
- Software troubleshooting and installation
- Hardware triage and vendor liaison

6.2 Remote Support

Secure remote diagnostics, configuration assistance, and escalation to subject matter experts if required.

6.3 On-site Engineer Support

If remote resolution is not possible and on-site support is included in your agreement, BPAV dispatches an engineer within the agreed SLA—typically next business day for issues logged before 12:00 noon.

6.4 Managed and Preventative Services

Where included, BPAV provides proactive services such as:

- Monitoring of servers, endpoints, and networks
- Security patching and updates
- Antivirus / EDR management
- Backup job monitoring
- Cloud and email administration
- Scheduled system health checks and maintenance reports

7. Service Levels (SLA)

Service Type	Target Response Time
Critical Incident (P1)	30 minutes
Major Fault (P2)	1 hour
Standard Request (P3–P4)	2–4 hours
Onsite Dispatch	Next Business Day (if logged before 12:00 noon)

Escalation Path:

1. 75% elapsed → Subject Matter Expert
2. 90% elapsed → Project Manager
3. 125% elapsed → Team Leader
4. 200% elapsed → CEO

Response time refers to initial acknowledgement, not resolution.

8. Service Credits (Three-Strike Policy)

If BPAV fails to meet SLA targets three consecutive times in one contractual year, service credits may be applied. Credits are issued at BPAV's discretion and do not roll over. Service credits are the Client's sole and exclusive remedy for SLA breaches and will not exceed 5% of the annual contract value.

9. Managed Services Responsibility

BPAV delivers proactive monitoring and maintenance on a reasonable-efforts basis. Unless explicitly stated, BPAV does not guarantee continuous uptime, zero downtime, or complete prevention of cybersecurity incidents.

10. Contract Term and Renewal

Contracts are annual unless otherwise agreed. Automatic renewal applies unless cancelled in writing at least 30 days before renewal. Renewal rates may be adjusted annually to reflect inflation or vendor cost changes. Unused visits, service credits, or maintenance sessions do not roll over.

11. Payment Terms

Invoices are issued annually in advance (or monthly where agreed).
Payment is due within 30 calendar days of the invoice date.
Late payments may incur interest at 8% plus the Bank of England base rate.
BPAV may suspend services for overdue invoices.

12. Contract Activation

Support begins once payment has been received and BPAV completes onboarding, including a system audit and account setup.

13. Software Licensing

The Client is responsible for maintaining valid software licences for all systems.
Where BPAV procures or manages third-party licences, ownership and compliance remain with the Client unless otherwise stated in writing.

14. Exclusions

Unless explicitly stated in writing, the following are excluded:

- Out-of-hours or weekend support
- Network design, programming, or reconfiguration
- Hardware replacement
- Issues caused by Client or third-party actions
- ISP or power outages
- Unsupported or end-of-life systems
- Out-of-scope work can be quoted separately.

15. On-site Visits and Travel

On-site visits are only provided if included in your contract.
Additional visits are chargeable at BPAV's standard rates.
Travel within 50 miles of BPAV's office is included; beyond this, travel expenses may apply.

16. Client Responsibilities

The Client must:

- Provide accurate system and contact information
- Ensure safe access for engineers
- Maintain network and security configurations
- Cooperate fully with BPAV

BPAV is not responsible for delays or data loss caused by missing information, restricted access, or third-party actions.

17. System Changes

Clients must not make unauthorised changes, firmware updates, or reconfigurations without BPAV's written consent. BPAV is not liable for issues resulting from such changes.

18. Third-Party Systems and Vendors

BPAV may liaise with third-party vendors on your behalf but is not liable for their performance. Warranty claims follow vendor timelines.

19. Cloud and Vendor Dependency

SLA response and resolution targets may be suspended for issues caused by third-party services such as Microsoft, Google, AWS, or other cloud providers.

20. Cybersecurity and Security Tools

BPAV manages security tools as configured by the Client. The Client remains responsible for policies, permissions, and approvals.

BPAV is not liable for breaches or malware caused by user activity or unapproved network changes.

21. Remote Access and Security

The Client authorises BPAV to use secure remote tools for service delivery.

BPAV is not responsible for pre-existing vulnerabilities on Client systems.

22. Replacement Parts and Ownership

All replacement parts supplied by BPAV remain its property until fully paid. If BPAV removes items from site at the Client's instruction, ownership of those items transfers to BPAV.

23. Backup Management

Where backup monitoring is included, BPAV monitors job completion but does not verify data content unless test restores are included in the contract. Clients must ensure backups are in place unless BPAV is explicitly managing them.

24. Health & Safety

The Client must ensure safe site access for BPAV staff. Unsafe conditions may result in rescheduling or additional charges.

25. Subcontractors

BPAV may use qualified subcontractors but remains responsible for service quality.

26. Reviews and Reporting

BPAV conducts quarterly or annual reviews depending on your service level, providing performance data and improvement recommendations.

27. Continuous Improvement

BPAV operates a culture of continuous service improvement. Feedback can be sent to support@bpav.global.

28. Service Suspension

BPAV may pause services for overdue payment, breach of contract, or unsafe conditions. Services resume once the issue is resolved.

29. Confidentiality

Both parties agree to keep all information confidential and use it only for the purpose of this agreement.

30. Data Protection and Retention

BPAV complies with UK GDPR and the Data Protection Act 2018.

BPAV acts as a Data Processor where applicable under a separate Data Processing Agreement.

Support records are retained for 24 months after expiry and then securely deleted.

31. Data Loss and Backups

BPAV is not responsible for data loss unless caused by proven negligence. Clients must maintain adequate backups.

32. Intellectual Property

All work produced by BPAV remains its property.

The Client receives a licence to use materials internally only. Redistribution or resale requires BPAV's written consent.

33. Insurance

BPAV maintains Professional Indemnity and Public Liability insurance, each with a limit of £1,000,000.

34. Limitation of Liability

BPAV's total liability is limited to the annual contract value. BPAV is not liable for:

- Indirect or consequential losses
- Data loss not caused by negligence
- Vendor or cloud service failures
- Cyberattacks beyond BPAV's control

35. BPAV Right to Terminate

BPAV may terminate this agreement with 30 days' written notice if service becomes unviable, unsafe, or impractical.

Immediate termination applies if the Client becomes insolvent or ceases trading.

Unused prepaid fees will be refunded pro-rata.

36. Client Escalation Path

1. Subject Matter Expert
2. Project Manager
3. CEO

This escalation route should be followed before formal dispute procedures.

37. Non-Solicitation

The Client agrees not to hire or solicit BPAV employees or contractors involved in providing the services for 12 months after contract termination without written consent.

38. Force Majeure

Neither party is liable for delays caused by events beyond their control such as natural disasters, pandemics, strikes, or war.

39. Dispute Resolution

Both parties will seek to resolve disputes through negotiation, then mediation, then arbitration, and only then court proceedings.

40. Notices

All notices must be in writing and sent to the addresses on the quote or to BPAV's registered office. Notices are deemed received one business day after sending.

41. Assignment

Neither party may transfer this agreement without written consent, except BPAV may assign it to a group company.

42. Public Holidays

SLA times exclude UK public holidays and BPAV closure days.

43. Governing Law

This agreement is governed by the laws of England and Wales.
Any disputes will be heard in the courts of England and Wales.

44. Severability

If any clause is found invalid, the remainder will continue in full effect.

45. Entire Agreement

This agreement represents the full understanding between BPAV and the Client and supersedes any prior discussions or communications.

BPAV Technology Group Ltd

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