

## BPAV Technology Group Ltd – Support Contract Terms & Conditions

Applies to BPAV Technology Group Ltd and its subsidiary companies, including ControlLabs Software

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 audiovisual support services to the Client (“you”, “your”).

By signing, renewing, or using BPAV support 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 5.

Client System – The audiovisual, control, or IT infrastructure covered by this Agreement.

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

### **2. Scope of Agreement**

This Agreement covers BPAV’s audiovisual support desk services, including helpdesk, remote technical support, onsite engineering, preventative maintenance, and related advisory or diagnostic services as outlined in the Client’s Support Schedule or Quote.

### **3. Support Contact Information**

Support Desk: support@bpav.global

Phone: 03333 443201

Escalations: ben.price@bpav.global

Sales & Account Management: sales@bpav.global

#### 4. Support Hours and Coverage

Standard support is available during Support Hours.

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

Out-of-hours support can be arranged separately and may incur additional charges.

Support channels include:

- Telephone and email support
- Remote connection
- Onsite visits (as per SLA)

#### 5. Included Support Services

##### 5.1 Helpdesk Support

Centralised ticket logging, incident management, and technical assistance.

Standard response time: 30 minutes to 4 hours, depending on cover level.

##### 5.2 Remote Support

Remote diagnostics, configuration support, and escalation to specialists if required.

##### 5.3 Onsite Engineer Support

Where remote resolution is not possible, BPAV dispatches an engineer within the agreed SLA—typically next business day for faults logged by 12:00 noon.

##### 5.4 Preventative Maintenance

Annual or scheduled system health checks including:

- Firmware and software updates
- Performance verification and cleaning
- Detailed maintenance report and recommendations

## 6. Service Levels (SLA)

Service Type	Target Response Time
Remote Support	30 minutes – 4 hours
Onsite Dispatch	Next business day (if logged before 12:00 noon)

BPAV's SLA tracking is automated and follows this escalation process:

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

Response vs Resolution:

SLA times refer to initial response, not full fault resolution.

Resolution times depend on issue complexity, parts availability, and third-party dependencies.

## 7. Service Credits

BPAV operates a three-strike SLA policy:

If BPAV fails to meet agreed SLA targets three consecutive times in one contractual year, service credits will be applied to the Client's account. Service credits are issued at BPAV's sole discretion. Service credits do not roll over at the end of the year.

Credits are the Client's sole and exclusive remedy for SLA breaches and will not exceed 5% of the annual contract value.

## 8. Contract Term and Renewal

Contracts are annual unless otherwise agreed.

Automatic renewal applies unless cancelled in writing 30 days before renewal.

Renewal fees may be adjusted annually to reflect inflation or manufacturer pricing changes (30 days' notice will be provided).

Any unused visits, service credits, or maintenance sessions do not roll over.

## 9. Payment Terms

Invoices are issued annually in advance.

Payment is due within 30 calendar days of invoice.

Late payments may incur interest at 8% + Bank of England base rate.

BPAV may suspend support for overdue payments until settled in full.

## 10. Contract Activation

Support begins only once:

Full payment has been received, and

BPAV has completed the initial system audit and client onboarding process.

## 11. Exclusions

Unless explicitly included in writing, the following are excluded:

- Out-of-hours or weekend support
- New system design, programming, or reconfiguration
- Replacement hardware or spares
- Issues caused by client-side changes or third-party vendors
- Internet, network, or power failures
- Systems not programmed, or commissioned by BPAV
- Systems not included in contractual scope.
- Out-of-scope work can be quoted separately.

## 12. Onsite Visits and Travel

Each contract includes a defined number of onsite visits.

Additional visits are chargeable at BPAV's standard day rates.

Travel within 50 miles of BPAV's regional office is included; travel beyond this may incur mileage or accommodation costs.

## 13. Client Responsibilities

The Client agrees to:

- Provide accurate and complete system and contact information.
- Ensure safe access for BPAV engineers.
- Maintain working network connections and credentials.
- Cooperate with BPAV and any third-party vendors.

BPAV is not responsible for delays caused by unavailable personnel, restricted access, or incomplete information.

## 14. System Changes

Clients must not make unauthorised modifications, firmware updates, or reconfigurations to covered systems without BPAV's written approval.

BPAV accepts no responsibility for faults or downtime caused by such changes.

## 15. Third-Party Systems

BPAV is not liable for issues caused by third-party hardware, firmware, or APIs. Manufacturer warranty claims and timeframes are outside BPAV's control.

## 16. Cybersecurity

The Client is responsible for maintaining adequate network and cybersecurity measures. BPAV is not liable for malware, ransomware, or cyberattacks originating from the Client's systems or third-party providers.

## 17. Remote Access and Security

The Client authorises BPAV to use secure remote tools to connect to their systems solely for the purpose of delivering support.

BPAV is not responsible for pre-existing vulnerabilities within the Client's network.

## 18. Replacement Parts and Ownership

Replacement parts supplied by BPAV remain BPAV's property until paid in full.

If BPAV removes any equipment from site as part of a swap-out or at the Client's instruction, ownership of those removed items transfers to BPAV.

BPAV may dispose of or refurbish such items at its discretion.

## 19. Health & Safety and Site Access

The Client must ensure that BPAV engineers have safe access to the required equipment and that all health and safety procedures are followed. If access is unsafe, the visit may be rescheduled or charged.

## 20. Subcontractors

BPAV may engage qualified subcontractors to perform parts of the service. BPAV remains responsible for the quality and performance of all subcontracted work.

## 21. Annual Review and Reporting

BPAV conducts annual or quarterly reviews of each contract, providing performance summaries, ticket history, and system recommendations.

## 22. Continuous Improvement

BPAV operates a continuous service improvement program. Feedback can be sent to [support@bpav.global](mailto:support@bpav.global) at any time.

## 23. Service Suspension

BPAV may pause services if:  
Payment is overdue;  
The Client breaches this Agreement; or  
Site conditions are unsafe.  
Support resumes once the issue is resolved.

## 24. Confidentiality

Both parties agree to keep all confidential information private and not share it without prior written consent.  
This obligation continues after the Agreement ends.

## 25. Data Protection and Retention

BPAV complies with UK GDPR and the Data Protection Act 2018. Support data (logs, emails, reports) is retained for up to 24 months after contract expiry and then securely deleted. Where personal data is processed, BPAV acts as a Data Processor under a separate Data Processing Agreement (DPA).

## 26. Data Loss

BPAV takes care during troubleshooting but cannot guarantee against data or configuration loss.

Clients must maintain their own backups.

BPAV is not liable for loss of data, configurations, or settings unless caused by proven negligence.

## 27. Intellectual Property

All materials created by BPAV remain its property.

The Client receives a non-transferable licence for internal business use only.

Redistribution, resale, or replication requires written consent from BPAV.

## 28. Limitation of Liability

BPAV's total liability under this Agreement is limited to the total annual contract value.

BPAV is not liable for:

Indirect or consequential losses;

Loss of profits or business;

Data loss, software bugs, or third-party failures.

## 29. BPAV Right to Terminate

BPAV may terminate this Agreement with 30 days' written notice if continued support becomes commercially unviable, unsafe, or technically impractical.

Unused prepaid fees will be refunded on a pro-rata basis.

## 30. Client Escalation Path

If an issue remains unresolved, the Client may escalate as follows:

1. SUBJECT MATTER EXPERT
2. PROJECT MANAGER.
3. CEO

This process should be followed before initiating formal dispute resolution.

### **31. Non-Solicitation**

The Client shall not solicit or employ any BPAV staff or contractors involved in the delivery of services for 12 months after contract termination without written consent.

### **32. Force Majeure**

Neither party is liable for delays or failures caused by events beyond their control (e.g. natural disaster, strike, pandemic, war).

If such an event continues for over 30 days, either party may end the Agreement without penalty.

### **33. Dispute Resolution**

Both parties agree to resolve disputes through good-faith negotiation, then mediation, followed by arbitration, and only then, if necessary, court proceedings.

### **34. Public Holidays**

All SLA response and resolution times exclude UK public holidays and BPAV office closure days.

### **35. Governing Law**

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

### **36. Severability**

If any clause in this Agreement is held invalid or unenforceable, the remaining provisions will remain fully effective.

### **37. Entire Agreement**

This Agreement represents the full understanding between BPAV and the Client and replaces all prior proposals, communications, or agreements related to the same subject matter.

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