

## BPAV Technology Group Ltd – Terms of Service

Effective Date: October 6th 2025 | Last Updated: October 6th 2025

Welcome to BPAV Technology Group Ltd (“BPAV”, “we”, “us”, or “our”).

These Terms of Service (“Terms”) set out how we provide our professional technology consultancy, control system programming, and software development services.

These Terms apply to all companies within the BPAV Technology Group, including our software division ControlLabs, and any other subsidiaries, affiliates, or trading names under BPAV’s ownership or control (together, “BPAV Technology Group Ltd”).

Any reference to BPAV in these Terms includes all such entities.

By accepting a quote, signing a proposal, or asking us to start work, you agree to these Terms.

They apply to all business-to-business, business-to-customer (B2B, B2C) clients and are governed by the laws of England and Wales.

### 1. Who We Are

BPAV Technology Group Ltd  
Ground Floor, Unit C1, Prisma Park  
Berrington Way, Basingstoke, Hampshire RG24 8GT  
 [info@bpav.global](mailto:info@bpav.global)  
 +44 (0)3333 443201  
Registered in England and Wales.

### 2. What These Terms Mean

These Terms form the entire agreement between BPAV and the client.  
If both parties sign a Statement of Work or Project Agreement, that document takes priority if there’s any conflict.

Information on our website or in marketing materials is for general reference only and does not count as a binding offer.

Only written quotations issued directly by BPAV can be accepted.

### 3. Validity of Quotes

All BPAV quotes are valid for 30 days from the date of issue unless stated otherwise.  
We may update or withdraw a quote before it’s accepted.  
Once you confirm acceptance by email or letter, it becomes binding.

#### **4. Quotes and What They Cover**

Unless clearly stated as “fixed” in writing, all quotes are estimates. If we do agree a fixed price, that figure applies only to the agreed scope. Any additions or changes will be treated as a Change Request and may alter cost or timing.

#### **5. Travel and Project Expenses**

Quoted travel or project expenses (for example flights or hotels) are based on current prices.

If costs increase after the quote date, BPAV will update the final invoice to show the actual cost incurred and let you know beforehand.

#### **6. Payment Terms**

- Invoices are payable within 30 calendar days of the invoice date.
- Payments must be made in the currency shown on the invoice.
- You are responsible for all bank fees, transfer charges, and taxes, ensuring BPAV receives the full invoiced amount.
- A valid Purchase Order (PO) must be issued before work starts and sent to [sales@bpav.global](mailto:sales@bpav.global).
- All deliverables and intellectual property remain BPAV’s property until full payment is received.
- For international clients: if withholding tax applies, please gross up payments so BPAV receives the full amount invoiced.
- If invoices remain unpaid, BPAV may pause work or withhold deliverables until full payment has cleared.

#### **7. Milestone Payments**

Where a project includes milestone payments:

- Each milestone is payable on the agreed date.
- Delayed payments may cause delivery dates to move.
- Work may be paused until payment is received.

## 8. Late Payments

If an invoice is unpaid six days after its due date:

- Interest will be charged at 8 % above the Bank of England base rate, calculated daily until payment clears.
- Statutory recovery fees and reasonable collection costs may be added.
- Ongoing late payments may result in suspension of services or referral to a debt-collection agency.
- Payments count as received only when BPAV receives cleared funds in full.

## 9. Alternative Payment Arrangements

Any different payment schedule must be agreed in writing and signed by both sides before work begins.

## 10. Scope of Work

Quotes cover only what is written in the project scope.

Any extra or modified work will require a Change Order and may change costs or timelines.

## 11. Your Responsibilities

To help us deliver your project efficiently, you agree to:

- Provide accurate, complete information and approvals on time.
- Give BPAV the necessary access to systems, premises, and people.
- Keep communication open and timely.
- Ensure a safe and compliant workplace when BPAV staff are on-site.
- BPAV is not responsible for delays or extra costs caused by missing, late, or inaccurate information.

## 12. Change Requests

If you need to change something after work starts:

1. Please send the request in writing (email is fine).
2. We'll review the impact and issue a Change Order with updated cost and timing.
3. Once you confirm in writing, we'll proceed.

### **13. How We Resolve Disputes**

We aim to solve issues quickly and professionally.

If a disagreement arises:

1. We'll first try to resolve it informally.
2. If that doesn't work, we'll go to mediation with an independent mediator.
3. If mediation fails, the matter moves to ad-hoc arbitration in Basingstoke, England, under the Arbitration Act 1996.
4. Only if arbitration fails will it go to court.

All disputes are governed by English law, and the courts of England and Wales have exclusive jurisdiction.

If you are based outside the UK, proceedings will still take place in England.

### **14. Confidentiality**

Both parties will keep all shared information private.

We may only disclose it:

If the law requires it, or

To advisers or subcontractors bound by the same confidentiality rules.

At the end of the project, either party may ask for confidential materials to be returned or securely deleted.

These obligations continue indefinitely.

### **15. Warranties and Guarantees**

BPAV guarantees that our work will be carried out professionally and with care.

We offer a 12-month workmanship warranty for work 100 % completed by BPAV.

This warranty:

- Doesn't apply to work changed or finished by others.
- Doesn't cover problems caused by third-party systems, hardware, or misuse.
- Doesn't restart after any repair.

If you discover a covered issue, please tell us in writing as soon as possible so we can investigate and resolve it.

We're not responsible for indirect losses such as lost profits or downtime.

## 16. Cancelling or Rescheduling Work

If you need to cancel or move booked work:

- For 5 days or less, please give 5 business days' notice.
- For longer bookings, add 3 business days' notice for every extra 5 days booked.
- If less notice is given, BPAV may charge for the full scheduled work and any non-refundable expenses.
- Deposits are non-refundable unless agreed otherwise.

## 17. Intellectual Property (IP)

All designs, software, and documents remain BPAV's property until full payment is received. After payment, you'll receive a permanent, non-exclusive licence to use them for your own internal business purposes.

You may not copy, resell, or redistribute our work without written permission. If you wish to do so, you'll need to purchase a Distribution Licence from BPAV at additional cost.

BPAV retains all pre-existing tools and know-how used in your project. No rights are granted beyond those specifically written here.

## 18. Events Beyond Our Control

Sometimes unexpected events happen — such as natural disasters, war, government restrictions, or major supply-chain disruptions.

If such an event affects your project, we'll tell you promptly and do our best to minimise the impact.

If the situation lasts more than 30 days, either party may end the affected project with 7 days' written notice.

## 19. Limiting Our Liability

Our total liability for any claim is limited to the total amount you've paid for that specific service.

We're not responsible for loss of profits, revenue, or data, or for business interruption. Nothing in these Terms limits BPAV's liability for fraud, death, or personal injury caused by our negligence.

## 20. Insurance and Risk

BPAV carries:

- Professional Indemnity Insurance – £1,000,000 per claim
- Public Liability Insurance – £1,000,000 per claim

Proof of cover is available on request.

You're responsible for insuring your own property, systems, and equipment.

BPAV isn't responsible for third-party equipment unless written into the project scope.

## 21. Data and Cybersecurity

We take data protection seriously and use secure systems to safeguard information we hold.

However, we can't be responsible for breaches or data loss that occur within your own IT systems or third-party services.

If BPAV connects to your network, please make sure your IT and firewall security follow recognised best practice.

## 22. Ending the Agreement

BPAV may end this agreement at any time, for any reason, without notice.

When the agreement ends:

- All unpaid invoices become immediately due.
- You'll pay for all work completed and any costs up to that date.
- Any licences or permissions granted will end unless fully paid for.
- We may also end the agreement if the client is uncooperative or unsafe to work with.

## 23. Ongoing Support

Unless stated in writing, our project work does not include future maintenance or support. If you'd like continued assistance, we'll happily discuss a separate Support Agreement.

## 24. General Legal Points

Entire Agreement – These Terms are the full agreement and replace any earlier discussions.

Priority – If these Terms conflict with a signed Statement of Work, that document applies.

Subcontractors – BPAV may use trusted subcontractors but remains responsible for their work.

Assignment – You can't transfer this agreement without our written consent.

Third-Party Rights – Only BPAV and you can enforce this agreement.

Health & Safety – You'll ensure safe conditions for BPAV staff on-site.

Publicity – BPAV may mention your company name or project with your written consent.

Amendments – Any changes must be agreed in writing by both sides.

Severability – If part of these Terms is invalid, the rest still applies.

## 25. Accepting These Terms

By accepting a BPAV quote, signing a proposal, or asking us to start work, you confirm that you've read and agree to these Terms.

Acceptance can be given by email, letter, or electronic signature.

## 26. Contact Us

If you have any questions about these Terms, please contact us:

 [info@bpav.global](mailto:info@bpav.global)  +44 (0)3333 443201

© 2025 BPAV Technology Group Ltd. All rights reserved.

These Terms are governed by and interpreted according to the laws of England and Wales.

For a downloadable version of these Terms, please visit: <https://www.bpav.global/terms>