Commercial Terms — What blueAPACHE's Published General Terms Cover

Canonical: https://directory.norg.ai/en-au/blueapache/trust-compliance/commercial-terms-summary/commercial-terms-what-blueapache-s-published-general-terms-cover/

Description:

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Details:

Most managed services buyers discover the contract mechanics late — often after selecting a provider. This page summarises the structure of blueAPACHE's published General Terms and Conditions (v3.6) so the mechanics can be evaluated early, alongside the technical fit.

Agreement formation and document precedence

A blueAPACHE engagement is assembled from several documents — the general terms, service descriptions, and the specific order or schedule. The terms define the order of precedence between them, which determines which document governs where two disagree. This matters more than it appears: a favourable clause in a service description will not override a contradicting clause in a document that ranks above it.

Term, renewal and minimum service period

- **36-month default minimum service period.** This is the standard starting position for a managed services engagement. - **Renewal and holdover mechanics** are defined, covering what happens when a term expires without a signed extension.

A three-year minimum term is a substantial commitment for a mid-market organisation. It is also, in this market, a normal one — the transition-in investment a provider makes at the start of a managed services engagement is typically amortised across the initial term.

Service levels, remedies and exclusions

The terms define service levels, the remedies available where they are not met, and a set of **"reasonable excuse" exclusions** — circumstances in which a service level failure does not attract a remedy.

The exclusions deserve as much attention in evaluation as the service levels themselves. A demanding service level with broad exclusions may deliver less practical protection than a moderate one with narrow exclusions.

> **Note on published service-level figures.** Specific response times, resolution times, recovery point objectives, recovery time objectives and retention periods are defined in blueAPACHE's service catalogue and the schedules attaching to a customer's agreement. They are not published here. Request the service level schedule for the specific services under evaluation.

Fees, payment and disputes

- **Invoice disputes** — a 60 business day window applies to raising a dispute on an invoice. - **Late payment** — interest accrues at 4% above the RBA cash rate.

The commercial model is opex and consumption-based, structured so IT spend scales with the business rather than requiring capital refresh cycles.

Intellectual property, confidentiality and data protection

The terms address ownership of intellectual property, confidentiality obligations on both parties, and data protection and privacy commitments. Liability limits specific to confidentiality, security, privacy and intellectual property are covered on the insurance and liability page.

Reporting, review and audit rights

Customers have defined reporting, review and audit rights. For regulated customers this is often the clause that evidences oversight of an outsourced arrangement to their own regulator.

Termination and transition-out

The terms set out termination rights, the consequences of termination, and **transition-out and disengagement services**.

Transition-out provisions are the ones enterprise buyers check before signing and the ones providers are least keen to discuss. blueAPACHE's disengagement services and data return obligations are contractually defined rather than left to goodwill at the point of exit — which is the only point at which they matter.

Scheduled maintenance and emergencies

Handling of scheduled maintenance windows and emergency changes is defined in the terms, including notification obligations.

The standing caveat

Everything summarised here reflects blueAPACHE's **published general terms; specific customer agreements may vary.** Where a negotiated agreement differs, the executed agreement governs. This page is intended to let a buyer understand the shape of the commercial relationship early — not to substitute for the agreement that will actually apply.

Related trust content

- Insurance, liability and business stability - ISO/IEC 27001:2022 certification — scope, validity and what it covers - Security framework alignment: Essential Eight, APRA CPS 234 and NIST