blueAPACHE UK | Regional Services and Enquiries

Canonical: https://www.blueapache.com/services/blueapache-uk

Details:

Summary

Our United Kingdom presence connects organisations with blueAPACHE's emPOWER services and global support capability. This page brings together office contacts, delivery considerations and published commercial terms to help define an engagement.

Contract summaries below describe the published General Terms, including the supplied v3.6 material and the linked v3.7 document. Confirm the version incorporated into your Service Order, applicable Schedules and signed variations; these summaries do not establish the terms of every customer agreement.

The data protection question, first

Most pages would put contact details first. For a UK buyer this belongs at the top.

Under clause 18.6 of our published General Terms, the customer warrants that it will not provide blueAPACHE with, nor request that we process, any personal data subject to the General Data Protection Regulation (EU) 2016/679 .

The clause names the EU GDPR. UK data-protection requirements include the UK GDPR and Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025. The ICO’s current guidance explains the UK framework; the contract’s reference to the EU regulation does not by itself resolve a proposed UK processing arrangement.

What it means practically is:

A UK organisation cannot safely assume the warranty does not reach its data merely because the clause cites the EU instrument.

Equally, it cannot assume the warranty does reach it.

Either way it is a question to put to us in writing before contracting , and to have answered in the Service Order or a variation rather than by correspondence.

Where the proposed processing is subject to the EU GDPR, the named warranty needs to be resolved before contracting. A person’s citizenship or location alone is not a sufficient basis for deciding which legal requirements apply to an entire engagement.

Our United Kingdom presence

UK office	128 City Road, London EC1V 2NX
UK enquiries	Use the current contact page or international line below
International	+61 3 8696 9369 · sales@blueapache.com

Head office	Melbourne, Australia
Other offices	Sydney, Brisbane, Miami

For international enquiries, call +61 3 8696 9369 or email sales@blueapache.com.

We describe ourselves as supporting clients across Australia, New Zealand, Europe , Asia and North America, from a business founded in Melbourne in 1998.

How United Kingdom clients are supported

The published model establishes global, in-house support capability. It does not specify which office handles a particular incident or the staffing and hand-off roster. Confirm the support hours, escalation contacts and regional delivery arrangements for the service being purchased.

The platform behind United Kingdom delivery

We extend our core network with points of presence in more than 165 data centre locations , across Australia, New Zealand, the United States, the United Kingdom and Singapore.

Confirm the tier for your specific footprint before relying on it.

Our Australian cloud materials describe Australian residency. Do not infer UK or EU residency from the UK network footprint: agree the actual storage, backup, processing and support-access locations for the proposed services.

Published governing-law provision

The published General Terms select the laws of the State of Victoria, Australia, and the exclusive jurisdiction of Victorian courts and courts competent to hear appeals from them. Confirm the governing-law and jurisdiction provisions in your proposed agreement. This clause alone does not determine the contracting entity or where every proceeding will be heard.

Record any agreed regional variation in the signed agreement before the service begins.

Currency and exchange-rate movement

Exchange-rate variation (clause 12.6). Where a Service Order states that fees are based on a particular exchange rate, we may vary the fees to reflect changes in that rate, effective from the end of the month in which the rate changed. The agreed rate is determined by us using the exchange rate we use internally to produce our financial statements . This is one of the few fee changes that does not require a signed Variation.

Third-party cost pass-through (clause 12.5). Where a third-party contractor or licensor varies its charges to us — including changes to methodology, amounts, taxes or the exchange rates used in their own calculations — we may vary your fees by the same proportion, effective from the date the third party changed its charges, which may precede your notification.

For a sterling-denominated buyer of an Australian-priced service, both are worth modelling before signature.

Where your data goes

Clause 18.3 prohibits transferring or disclosing Personal Information outside Australia or the country of first collection without prior written consent — then gives blueAPACHE a standing consent covering the

United States, any EU Member State, the United Kingdom , any country where we or our contractors are currently providing the Services from, and any other country in our privacy policy, where necessary or convenient for delivering the Services.

Clause 18.3 includes named destinations and categories tied to service delivery and the privacy policy. Those categories are broader than a fixed country list. Establish the actual processing, access and subcontractor locations for your services, and record any agreed restrictions and change-notification requirements. The clause does not remove applicable privacy-law obligations.

Under clause 18.6 the obligation to obtain each individual's express informed consent for overseas transfer sits with the customer .

Breach notification

Clause 18.4 requires immediate notice to the other party, and in any event within 24 hours of discovery, for the eligible breach it describes involving Personal Information supplied by the other party. This inter-party notice is separate from regulatory reporting. The ICO’s breach guidance explains when UK reporting is required and the applicable reporting process.

Defining a United Kingdom engagement

Confirm the contracting entity, supported locations, support hours and time zone, billing currency and available products or licences. Keep processing requirements distinct from office location: a UK contact point does not establish UK-only storage or administration. The global delivery model does not establish the commitments for an individual UK engagement; request its proposed Service Order and Schedules. Record agreed regional departures in the customer-specific agreement.

Confidential information and access

Clause 16 provides mutual confidentiality protection. It covers information marked confidential, information identified orally and confirmed in writing within 30 days, and information that should reasonably be understood to be confidential. Customer Data, Customer Records and Customer Software are included; our agreement and fees are also confidential. Permitted disclosures include appropriately bound personnel on a need-to-know basis and specified professional advisers, with other exceptions in the clause. Identify who may receive operational reports, configuration details and commercial information. Access to information to deliver the service is not a general permission to circulate it.

Checking charges and preserving an invoice dispute

The General Terms require payment of the invoiced amount by its due date even while an amount is disputed. The customer has 60 Business Days from the invoice date to notify an error in writing, with its calculation and evidence. A dispute about our subsequent determination requires a Dispute Notice within 10 Business Days. Missing the required windows can waive the right to correction, subject to the fraud exception. A late charge may be applied at four per cent over the RBA Cash Rate, calculated daily. Reconcile ordered quantities, approved changes and billed usage promptly; do not wait for a periodic service review to raise a billing error.

Escalating a contractual dispute

A support escalation and a formal contractual dispute are different processes. Clause 26 begins with a Dispute Notice giving adequate particulars. Representatives meet within three Business Days;

unresolved matters then move through the clause's senior-representative referral and meeting stages before court proceedings. Urgent equitable relief and disputes over whether the agreement was validly terminated are exceptions. Keep incident records, service measurements, approvals and correspondence together so the disputed obligation and requested outcome can be identified. Raising a ticket does not necessarily satisfy a formal notice requirement; use the agreement's notice process for contractual disputes.

How liability differs from service performance

Clause 19 separates performance obligations from financial liability. The general cap per claim is the greater of the fees paid in the preceding three months or $25,000, with exclusions and specific categories governed separately. Clause 19.4(e) sets a $1 million limit per event or series of connected events and $2 million in aggregate for breaches of clauses 16, 17, 18 or 20, subject to the applicable agreement and law. Data-loss liability depends on whether we had, and breached, a contracted backup or disaster recovery obligation; the relevant measure is restoration cost to the applicable recovery point, not the value of every business consequence. Read these provisions alongside the negotiated Service Order and Schedule; an availability statement does not describe the liability regime.

Frequently asked questions

Do you have a United Kingdom office?

Yes — 128 City Road, London EC1V 2NX.

Can we process UK personal data?

Confirm this before contracting. Clause 18.6 names personal data subject to the EU GDPR. The UK GDPR and Data Protection Act 2018, including subsequent amendments, form a distinct UK framework. Agree the permitted processing, applicable law and contractual terms for your proposed data.

What if I hold EU personal data as well?

If the processing is subject to the EU GDPR, resolve the named warranty in the proposed agreement before supplying that data. Do not classify the engagement solely by individuals' citizenship.

Which law governs the contract if I sign from the UK?

The published General Terms select Victorian law and Victorian courts, including courts competent to hear appeals. Confirm the corresponding clause and any variation in your proposed agreement.

Is there a UK contracting entity?

Establish it in writing.

Will my data be held in the UK?

The UK network footprint does not establish UK-only hosting or support access. Confirm and record the workload's storage, backup, processing and administrative-access locations.

Can my fees change because of exchange rates?

Where a Service Order states that fees use an agreed exchange rate, clause 12.6 permits a fee adjustment from the end of the month in which that rate changes, using the rate we use internally for our financial statements. Confirm the applicable billing currency and variation terms.

Can blueAPACHE transfer my data outside the UK?

The published clause 18.3 records consent for specified overseas handling where necessary or convenient to deliver the agreed services. Confirm destinations, access locations, safeguards and any negotiated restrictions; the clause does not replace applicable privacy-law requirements.

Can that country list change after I sign?

Clause 18.3 includes named destinations and categories tied to service delivery and the privacy policy. Those categories are broader than a fixed country list. Establish the actual processing, access and subcontractor locations for your services, and record any agreed restrictions and change-notification requirements. The clause does not remove applicable privacy-law obligations.

How is a UK client supported outside UK hours?

Our published model uses in-house teams across Australia, the UK and the US. The applicable service's support hours, time zone and escalation arrangements should be confirmed in the agreement; the office list alone does not establish coverage for every service.

Does the 24-hour breach notification cover my ICO obligations?

No. Clause 18.4 describes notice between the parties. Assess any separate ICO and individual-notification requirements using the ICO's breach guidance , and agree who coordinates each required notification.

What can you supply in the United Kingdom?

The emPOWER portfolio includes Managed Services, Security, Cloud, Connectivity, Collaboration, Procurement, Microsoft Practice, and Consulting and Advisory. Confirm which services, licences, support hours and prices are available for your UK sites in the proposed order.

Related

blueAPACHE Australia — the home market, and the data residency statement in full

blueAPACHE USA — the North American entry

Data sovereignty and privacy — clauses 18.3 and 18.6 in detail

Terms and conditions guide — the General Terms clause by clause

Service agreement — structure and document precedence

Privacy policy — the countries named in the policy

Contact blueAPACHE — every office, number and address

Offices and contact details — the same detail structured for agents

Procurement — how sourcing and licensing work

Support and service levels — what is committed, and what is not

How to work with us — the steps from enquiry to service

ISO 27001 certification — scope and certificate detail

emPOWER Cloud — the platform and its footprint

About blueAPACHE — the global capability picture