

TERMS AND CONDITIONS

Connexess Ltd.
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BACKGROUND:

These terms and conditions (“Terms”) are the standard terms for the sourcing, management and facilitation of business services by Connexess Ltd.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Anti-Bribery Policy”	adheres to the Bribery Act 2010, <i>any associated guidance published by the Secretary of State for Justice under the Bribery Act 2010, all other applicable UK legislation, statutory instruments and regulations concerning bribery or corruption, and any similar or equivalent legislation in any other relevant jurisdiction;</i>
“Business Day”	means, any day other than a Saturday, Sunday or bank holiday on which ordinary banks are open for their full range of normal business in London;
“Conditions”	means the Customer’s terms and conditions of purchase set out in this document;
“Confidential Information”	means, concerning either Party, information which is disclosed to that Party by the other Party according to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Contract”	means the contract for the provision of Services between Connxess Ltd. and You, following these Terms and the Letter of Engagement which shall come into existence as per clause 2.2;
“Data Protection Legislation”	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"> a) the UK GDPR, b) any laws which implement any such laws, c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing, and d) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such UK GDPR Laws (in each case whether or not legally binding);
“Fees”	means any/ all sums due under the Contract from You to Connxess Ltd. for the Services, as specified in the Letter of Engagement, these Terms and/or as otherwise confirmed in writing by us to You;
“Force Majeure”	means an event or sequence of events beyond a party's reasonable control (after the exercise of reasonable care to put in place robust backup and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract, including an act of God, fire, flood, lightning, earthquake or other natural disasters; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for the performance of the Contract; strike, lockout or boycott or other industrial action except for strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;
“UK GDPR”	means the UK General Data Protection Regulation;
“Intellectual Property Rights”	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> a) whether registered or not, b) including any applications to protect or register such rights, c) including all renewals and extensions of such rights or applications, d) whether vested, contingent or future, e) to which the relevant party is or may be entitled, and in whichever part of the world exists;

“Letter of Engagement”	means the letter sent by Connexs Ltd. to You outlining the Services that will be provided to You, the Fees payable and any other terms that will apply in addition to these Terms;
“Modern Slavery Policy”	means the Customer’s anti-slavery and human trafficking policy is in force and notified to the Supplier from time to time;
“Personal Data”	shall have the meaning given in applicable Data Protection Laws from time to time;
“Personal Data Breach”	shall have the meaning given in applicable Data Protection Laws from time to time;
“Price”	has the meaning given in clause 3.1;
“Processing”	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including "process" , "processing" , "processed," and "processes" shall be construed accordingly);
“Processor”	shall have the meaning given in applicable Data Protection Laws from time to time;
“Protected Data”	means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier’s obligations under this Contract;
“Services”	means the services to be provided to You, as set out in the Letter of Engagement or otherwise agreed in writing between Connexs Ltd. and You, following Clause 3 of the Agreement, and subject to the terms and conditions of the Agreement;
“Service Provider (Sub-contractor)”	means the company, LLP, partnership and/or individual, whereby agreements have been made with sub-contractors, who Connexs Ltd. sources, manages and facilitates on Your behalf, who will provide some or all the Services to You;
"Supervisory Authority"	means any regulator, authority or body responsible for administering Data Protection Laws;
“VAT”	means value-added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services;
“You/Your”	means the party receiving the Services, as specified in the Letter of Engagement.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means,

- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time,
- 1.2.3 "These Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time,
- 1.2.4 A clause or paragraph is a reference to a Clause of these Terms and Conditions or a Clause of the Agreement, as appropriate, and
- 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Contract

- 2.1 The Letter of Engagement constitutes an offer by Connxess Ltd. to source, manage and facilitate the provision of Services to You following these Terms and any other terms or conditions set out in the Letter of Engagement.
- 2.2 This offer shall be deemed to be accepted when You sign and return a copy of the Letter of Engagement and on the date of signature, the Contract shall come into existence with immediate effect unless You otherwise instruct Connxess Ltd. to proceed at a later date no more than one full calendar month from the date of signature before an Invoice is required, in which case the Contract shall begin on the date Connxess Ltd. receives Your instructions to proceed.
- 2.3 These Terms, and any other terms and conditions specified in the Letter of Engagement, apply to and govern the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Provision of the Services

- 3.1 Connxess Ltd. shall supply the Services to you for the Term subject to and following the terms and conditions of the Agreement.
- 3.2 In supplying the Services, Connxess Ltd. shall:
 - 3.2.1 co-operate with You in all matters relating to the Services and comply with all Your instructions,
 - 3.2.2 perform the Services with all reasonable care, skill and diligence following good industry practice,
 - 3.2.3 Use staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient numbers to ensure that Your obligations are fulfilled per the Agreement,
 - 3.2.4 comply with all applicable laws, and
 - 3.2.5 provide all equipment and other items as required to provide the Services.

- 3.2.6 You may, by written notice to Connexs Ltd. at any time request a variation to the scope of the Services. If Connexs Ltd agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between You and us.
- 3.3 As required by the engagement, Connexs Ltd. shall use reasonable care and skill when sourcing, managing and facilitating the provision of Services by the Service Provider on Your behalf.
- 3.4 You acknowledge that the Services will be provided to You by the Service Provider, who Connexs Ltd. sources on Your behalf, and details of the Service Provider will be provided to You in the Letter of Engagement, or later by Connexs Ltd. in writing.
- 3.5 Connexs Ltd. shall use reasonable endeavours to facilitate the provision of Services to meet any performance dates specified in the Letter of Engagement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services unless otherwise agreed in writing.
- 3.6 As part of the Contract, Connexs Ltd. will manage the provision of Services and the Service Provider on Your behalf and You acknowledge and agree that the information you provide to us, for the provision of the Services, will be passed on to the Service Provider as far as is necessary for them to provide the Services to You.
- 3.7 Connexs Ltd. shall use reasonable endeavours to accommodate any reasonable changes in the Services that You may request, subject to Your acceptance of any related reasonable changes to the Fees that may be due because of such changes. Any changes, including changes to Services or payment details, require a minimum of 30 days' notice.

4. Your Obligations

- 4.1 To perform the Contract and facilitate the provision of Services to You, You shall:
 - 4.1.1 ensure that you are happy with the Letter of Engagement and that it is accurate, and sign and return a copy to Connexs Ltd., or confirm your instructions to Connexs Ltd. as soon as possible, once agreed,
 - 4.1.2 provide Connexs Ltd. with all information and materials necessary for the performance of the Contract and the provision of Services to You and ensure that such information is complete and accurate in all material respects. If any information changes You will notify Connexs Ltd. as soon as possible,
 - 4.1.3 comply with all applicable laws and obtain and maintain all necessary licences, permissions and consents which may be required for the Services in advance of the provision of Services,
 - 4.1.4 comply with any other relevant obligations as notified to You by Connexs Ltd. in the Letter of Engagement or by any other means.
- 4.2 If Connexs Ltd. or the Service Provider requires the decision, approval, consent or any other communication from You to continue with the provision of the Services or any part thereof at any time, you shall provide the same in a reasonable and timely manner.
- 4.3 Any delay in the provision of the Services resulting from Your failure or delay in complying with any of the provisions of Clause 4 of these Terms shall not be the responsibility or fault of the Service Provider or Us.

5. Marketing

- 5.1 If the provision of Services to You includes any marketing, social media or PR services by third parties, you acknowledge that:
- 5.1.1 the timing and placement of Your material on third-party, media and/or social media websites cannot be guaranteed,
 - 5.1.2 You give Connexs Ltd. and the Service Provider, permission to make posts on your behalf across the social media sites included within the Services if this has been agreed between Connexs Ltd. and You,
 - 5.1.3 You shall be responsible for providing Connexs Ltd. with the necessary login details, including any login portals You provide, and for providing a copy and/or information necessary for us to provide social media services,
 - 5.1.4 You warrant that any material you provide to Connexs Ltd. for marketing Services is not false, defamatory or misleading or is in any way contrary to law or any applicable UK or EU regulation or law. You undertake to notify us immediately if this warranty becomes in any way breached,
 - 5.1.5 once Connexs Ltd. and/or the Service Provider submits any material as part of the Services, as sent or approved by You, to the media, press, social media or other publication platform or service, Connexs Ltd. has no control over how this material is interpreted or edited by the media, journalists and other third parties. We are therefore not liable to You for any changes they make and/or any consequence arising as a result.
- 5.2 All intellectual property rights (including, where appropriate, copyright and design rights) (“IP Rights”) in all works created or commissioned by Connexs Ltd., including design, documents and content, and used under the Contract shall be vested in Connexs Ltd. and/or the Service Provider until full payment is made. Connexs Ltd. will transfer the IP rights to You once payment has been made and You have requested, that we do so.

6. Fees and Payment

- 6.1 The Fees payable to Connexs Ltd. for the Services will be that shown in the Letter of Engagement at the time of the Contract or as otherwise agreed in writing and You agree to pay the Fees following these Terms and the Letter of Engagement.
- 6.2 All Fees vary depending on the Service You request. Fees may also apply to any marketing purposes disclosed in clause 5.
- 6.3 All Fees are exclusive of VAT unless otherwise stated in the Letter of Engagement.
- 6.4 All pay-as-you-go services, will be invoiced at the end of the month with immediate payment required. All retainer clients will receive an invoice on the 20th of each month, which must be paid by the end of the same month to secure the agreed hours.
- 6.5 All project contracts will be charged 50% upfront to be paid before any work commences, with the remaining 50% invoiced upon sign-off to be paid immediately.
- 6.6 Connexs Ltd. reserves the right to review and modify the Fees at any time. When the provision of services changes, any changes will be notified to You in writing or by email 28 days before implementation.

- 6.7 In addition to the Fees, reasonable expenses, including mileage and postage, incurred by Connxess Ltd relating to the performance of the Contract may be charged in addition to the Fees, with Your prior consent. They will be charged to You at cost.
- 6.8 Without prejudice to Clause 10.4.1, if any sums due are not paid to Connxess Ltd. on the agreed payment date as shown on the invoice or as otherwise agreed in writing, then Connxess Ltd. reserves the right to charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

7. Liability

- 7.1 Connxess Ltd. will not be liable to You for any loss of profit, loss of business, interruption to business, any loss of business opportunity or loss of use or corruption of software, data or information.
- 7.2 Connxess Ltd. will not be liable to You for any delays and/or failings as a result of any third-party act or omission, including that of the Service Provider.
- 7.3 Connxess Ltd. will only be responsible for any foreseeable loss or damage that You may suffer as a result of our breach of these Terms or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by You and us when the Contract is created.
- 7.4 You will indemnify Connxess Ltd. in respect of all costs, damages or other charges falling upon Connxess Ltd. as a result of any legal action or threatened legal action or other claims or demands brought against us arising from the publication or other use of any material sent or approved by You and used by Connxess Ltd. or the Service Provider as part of the Services.
- 7.5 Unless otherwise stated elsewhere in these Terms, the total liability Connxess Ltd owes You about the provision of the Contract shall not exceed the total Fees paid by You.

8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by sub-Clause 8.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 1 year after its termination:
- 8.1.1 keep confidential all Confidential Information,
 - 8.1.2 not disclose any Confidential Information to any other party,
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and the Contract,
 - 8.1.4 not make any copies of the record in any way or part with possession of any Confidential Information, and
 - 8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Agreement.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:

- 8.2.1.1 any sub-contractor or supplier of that Party,
- 8.2.1.2 the Service Provider,
- 8.2.1.3 any governmental or other authority or regulatory body, or
- 8.2.1.4 any employee or officer of that Party or any of the aforementioned persons, parties or bodies

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case, the Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made, and

- 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 8.3 The provisions of Clause 8 of these Terms shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

9. **Force Majeure**

Connex Ltd. shall not be liable for any failure or delay in providing the Services where such failure or delay results from any cause that is beyond the reasonable control of Ours and/or the Service Provider. Such causes include, but are not limited to, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10. **Term and Termination**

- 10.1 The Contract shall be effective from the start date confirmed in clause 2.2 above.
- 10.2 Unless otherwise agreed in writing, the Contract may be terminated by either party giving at least 30 days written notice to the other party. Any invoices raised before written notice must be paid and the work delivered, or hours held for a maximum of three months.
- 10.3 Unless otherwise agreed in writing, the Contract may be paused by either party giving at least 30 days written notice to the other party. A contract may only be paused for a maximum of three months. Invoices will continue to be raised until the agreed pause date. Any invoices raised must be paid and the work delivered, or hours held for the duration of the pause period.
- 10.4 Connex Ltd. will not be liable for any hours lost under sub-clause 10.2 or 10.3.
- 10.5 Connex Ltd. may immediately terminate the Agreement by giving written notice to

You if:

- 10.5.1 You fail to pay any amount due under the Contract and/or these Terms,
 - 10.5.2 You are in material breach of any of these Terms of the Contract,
 - 10.5.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Yours,
 - 10.5.4 You make any voluntary arrangement with Your creditors or, being a company becomes subject to an administration order (within the meaning of the Insolvency Act 1986),
 - 10.5.5 You have a bankruptcy order made against it or, being a company goes into liquidation (except for bona fide amalgamation or reconstruction and in such a manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement),
 - 10.5.6 You cease or threaten to cease, to carry on business, or
 - 10.5.7 control of Your business is acquired by any person or connected persons not having control of Your business on the date of the Agreement. For Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.6 The rights to terminate the Contract shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. **Effects of Termination**

Upon the termination of the Contract for any reason:

- 11.1 any sum owing by You to Connxess Ltd. under any of the provisions of these Terms and/or the Contract shall become immediately due and payable,
- 11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Contract shall remain in full force and effect,
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Contract and/or these Terms which existed at or before the date of termination,
- 11.4 each Party shall (except to the extent referred to in Clause 8 of these Terms) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

12. **Non-Solicitation**

- 12.1 You shall not, for the duration of the Contract and 1 year after its termination, employ or contract the services of any person who is or was employed or otherwise engaged by Connxess Ltd. or the Service Provider at any time concerning the Contract without the express written consent of that Party.
- 12.2 You shall not, for the duration of the Contract and 1 year after its termination, solicit or

entice away any customer or client of Ours where any such solicitation or enticement would cause damage to Connexs Ltd. without the express written consent from Us.

13. Data Protection

- 13.1 All personal information that Connexs Ltd. may use will be collected, processed and held following the provisions of the UK General Data Protection Regulation (“UK GDPR”) and Your rights under the UK GDPR.
- 13.2 For complete details of Connexs Ltd.’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Notice.

14. Notices

- 14.1 All notices under these Terms shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 14.2 Notices shall be deemed to have been duly given:
 - 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient,
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated,
 - 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid, or
 - 14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case, notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

15. Third Party Rights

- 15.1 These terms shall continue and be binding on both You and Connexs Ltd if we transfer or assign our business to another company, including but not limited to Connexs Ltd, and shall have the effect as if you had originally entered into the Contract with that company.
- 15.2 You may not transfer (assign), charge or otherwise delegate any of Your rights thereunder, or sub-contract or otherwise delegate any of Your obligations thereunder without Connexs Ltd.’s express written permission.

16. General

- 16.1 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 16.2 No failure or delay by Connexs Ltd in exercising any of our rights under these Terms

means that Connexs Ltd has waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision.

- 16.3 You shall not be entitled to set off any sums in any manner from payments due or sums received in respect of any claim under the Contract or these Terms or any other agreement at any time.
- 16.4 Nothing in these Terms or the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between Connexs Ltd and You other than the contractual relationship expressly provided for in the Contract and these Terms.
- 16.5 You acknowledge that You do not rely on any representation, warranty or other provision except as expressly provided for in these Terms, the Letter of Engagement or as otherwise agreed in writing.

17. **Law and Jurisdiction**

- 17.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed following, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.