

CONNXESS LTD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These terms and conditions ("Terms") are the standard terms for the sourcing, management and facilitation of business services by Connxess Ltd, a company registered in England under number 11913476 whose registered office is at 30 Quail Green, Wightwick, Wolverhampton, West Midlands, WV6 8DF.

1. Definitions and Interpretation

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

"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;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant 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 Us and You, in accordance with these Terms and the Letter of Appointment which shall come into existence as per clause 2.2;
"Data Protection Legislation"	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
"Fees"	means any and all sums due under the Contract from You to Us for the Services, as specified in the Letter of Appointment, these Terms and/or as otherwise confirmed in writing by Us to You;
"Letter of Appointment"	means the letter sent by Us 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;
"Services"	means the services to be provided to You, as set out in the Letter of Appointment or otherwise agreed in writing between Us and You, in accordance with Clause 3 of the Agreement, and subject to the terms and conditions of the Agreement;

“Service Provider”	means the company, LLP, partnership and/or individual who We source, manage and facilitate on Your behalf, who will provide some or all of the Services to You;
“We/Us/Our”	means Connexx Ltd, a company limited by shares registered in England under number 11913476, whose registered office is at 30 Quail Green, Wightwick, Wolverhampton, West Midlands, WV6 8DF;
“You/Your”	means the party receiving the Services, as specified in the Letter of Appointment.

- 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 to 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 have no effect upon 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 Appointment constitutes an offer by Us to source, manage and facilitate the provision of Services to You in accordance with these Terms and any other terms or conditions set out in the Letter of Appointment.
- 2.2 This offer shall be deemed to be accepted when You sign and return a copy of the Letter of Appointment and on the date of signature the Contract shall come into existence or when You otherwise instruct Us to proceed based on the Letter of Appointment, in which case the Contract shall begin on the date We receive Your instructions to proceed.
- 2.3 These Terms, and any other terms and conditions specified in the Letter of Appointment, 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 We shall use reasonable care and skill when sourcing, managing and facilitating the

provision of Services by the Service Provider on Your behalf.

- 3.2 You acknowledge that the Services will be provided to You by the Service Provider, who we source on Your behalf, and details of the Service Provider will be provided to You in the Letter of Appointment, or later by Us in writing.
- 3.3 We shall use reasonable endeavours to facilitate the provision of Services to meet any performance dates specified in the Letter of Appointment, 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.
- 3.4 As part of the Contract, We 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.
- 3.5 We 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 as a result of such changes.

4. Your Obligations

- 4.1 For the purposes of performing the Contract and facilitating the provision of Services to You, You shall:
 - 4.1.1 ensure that you are happy with the Letter of Appointment and that it is accurate, and sign and return a copy to Us, or confirm your instructions to Us as soon as possible, once agreed;
 - 4.1.2 provide Us 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 us 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 Us in the Letter of Appointment or by any other means.
- 4.2 In the event that We or the Service Provider require the decision, approval, consent or any other communication from You in order 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, 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 us, 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 Us and You;
 - 5.1.3 You shall be responsible for providing Us with the necessary login details and for providing copy and/or information necessary for Us to provide social media services;
 - 5.1.4 You warrant that any material you provide to Us 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 We and/or the Service Provider, submit 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, We have 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 Us and used under the Contract shall be vested in Us and/or the Service Provider until full payment is made. We will transfer the IP rights to You once payment has been made and You have requested We do so.

6. Fees and Payment

- 6.1 The Fees payable to Us for the Services will be that shown in the Letter of Appointment at the time of the Contract or as otherwise agreed in writing and You agree to pay the Fees in accordance with these Terms and the Letter of Appointment.
- 6.2 All Fees are exclusive of VAT unless otherwise stated in the Letter of Appointment.
- 6.3 We reserve the right to review and modify the Fees at any time but in any event when the provision of services change. Any changes will be notified to You in writing 28 days before implementation.
- 6.4 In addition to the Fees, reasonable expenses incurred by Us relating to the performance of the Contract may be charged in addition to the Fees, with Your prior consent and will be charged to You at cost.
- 6.5 Without prejudice to Clause 10.4.1, if any sums due are not paid to Us on the agreed payment date as show on the invoice or as otherwise agreed in writing, then We reserve 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 on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.

7. Liability

- 7.1 We 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 We 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 We 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 us in respect of all costs, damages or other charges falling upon Us 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 Us or the Service Provider as part of the Services.
- 7.5 Unless otherwise stated elsewhere in these Terms, the total liability We owe You in relation to 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, 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 of 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 that 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

We 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 that 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.
- 10.3 We may immediately terminate the Agreement by giving written notice to You if:
- 10.3.1 You fail to pay any amount due under the Contract and/or these Terms;
 - 10.3.2 You are in material breach of any of these Terms of the Contract;
 - 10.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Yours;
 - 10.3.4 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);
 - 10.3.5 You have a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 10.3.6 You cease, or threatens to cease, to carry on business; or
 - 10.3.7 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 the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.4 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 Us 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 for a period of 1 year after its termination, employ or contract the services of any person who is or was employed or otherwise engaged by Us or the Service Provider at any time in relation to the Contract without the express written consent of that Party.
- 12.2 You shall not, for the duration of the Contract and for a period of 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 Our business without the express written consent from Us.

13. Data Protection

- 13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 13.2 For complete details of Our 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; or
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 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. General

- 15.1 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 Our express written permission.
- 15.2 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.
- 15.3 No failure or delay by Us in exercising any of Our rights under these Terms means that We have 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.
- 15.4 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.
- 15.5 Nothing in these Terms or the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between Us and You other than the contractual relationship expressly provided for in the Contract and these Terms.
- 15.6 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 Appointment or as otherwise agreed in writing.

16. Law and Jurisdiction

- 16.1 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 in accordance with, the laws of England and Wales.
- 16.2 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.