

Terms of Business

The contracting party

Connexus Global Limited (company number 17456648), trading through its Connexus Solutions business division (referred to in these Terms as “Connexus”, “we”, “us” or “our”).

General enquiries: info@connexusdg.com | Orders and service matters: orders@connexusdg.com | Website: www.connexusdg.com

1. Scope and application

- 1.1** These Terms of Business (“Terms”) govern the provision of services by Connexus to organisations and individuals acting wholly or mainly for business purposes (“Customer”, “you” or “your”). They apply to orders placed through our website and to services agreed by quotation, proposal, statement of work, email or other written confirmation (each an “Order”).
- 1.2** Our services may include consultancy, analysis, advice, documentation assistance, operational support, project work and other professional or commercial services, and, where expressly agreed in an Order, freight, courier or other transport arrangements. The scope, deliverables, price and timing are defined by that Order; these Terms do not commit us to offer any particular service.
- 1.3** If an Order expressly identifies a provision that overrides these Terms, that provision takes precedence for that Order. A Customer purchase order or standard terms do not amend this agreement unless we expressly accept the relevant provision in writing.
- 1.4** You confirm that you are acting for business purposes and that the individual placing the Order has authority to bind the relevant organisation. If mandatory law treats a purchaser as a consumer notwithstanding this confirmation, nothing in these Terms removes any applicable statutory rights.

2. Orders and contract formation

- 2.1** Service information and prices on our website are invitations to place an Order, not an irrevocable offer. An Order is subject to our acceptance, which occurs when we issue written confirmation or expressly commence the agreed services following payment or other agreed authorisation.
- 2.2** We may decline an Order or request clarification where the scope is uncertain, information is incomplete, a legal or compliance concern arises, or we cannot reasonably perform the services. If we decline an Order after receiving payment, we will refund amounts paid for services not supplied, subject to applicable law.
- 2.3** Changes to an accepted Order, including scope, deliverables, deadlines or assumptions, must be agreed by both parties. Any corresponding change in fees or delivery timetable will be communicated before the additional work begins.

3. Our standard of service

- 3.1** We will perform the agreed services with reasonable care and skill, using personnel with knowledge and experience appropriate to the work.

- 3.2** Advice, findings, estimates and deliverables are based on the agreed scope, the information reasonably available to us and the rules, circumstances and third-party materials applicable at the time the work is undertaken. Unless expressly agreed, we do not undertake continuous monitoring or automatic updating after delivery.
- 3.3** We do not guarantee any commercial outcome, regulatory approval, acceptance by a third party, uninterrupted process, cost saving or particular timetable. Such outcomes may depend on information and decisions outside our control.
- 3.4** Unless explicitly included in an Order and legally permissible, we do not assume any regulated appointment, statutory responsibility, legal representative role or authority to act or sign on your behalf. Our services do not replace an approval, certification or formal professional opinion required by law.

4. Your responsibilities

- 4.1** You must provide accurate, complete, current and lawfully obtained information, documents, instructions and access reasonably needed to carry out the services. You must promptly notify us of changes, discrepancies or omissions relevant to our work.
- 4.2** You are responsible for your business decisions, operational implementation and any final review, approval, execution, signature, submission or use of deliverables unless the relevant Order expressly allocates a specific responsibility to Connexus.
- 4.3** You must comply with laws, licences, regulatory obligations, safety requirements and third-party terms applicable to your activities. You must obtain any specialist appointments, consents or approvals not expressly included in our agreed scope.
- 4.4** We may rely on information and documents supplied by you or by persons you authorise without independently verifying every item, except to the extent that verification is expressly included in the services or reasonably required by our duty to exercise care and skill.
- 4.5** Where delay, rework or additional costs arise from incomplete or changed information, delayed instructions or other circumstances attributable to you, we may propose revised fees or dates and may suspend affected work after reasonable notice.

5. Deliverables and timescales

- 5.1** Any proposed completion date or response time is an estimate unless expressly agreed as a binding deadline in writing. We will notify you of material delays of which we become aware and take reasonable steps to minimise avoidable disruption.
- 5.2** Deliverables may be supplied electronically. You are responsible for reviewing them promptly and notifying us without undue delay of any material concern, with enough detail to enable us to assess it.
- 5.3** Where a deliverable does not materially conform to the agreed scope because we failed to exercise reasonable care and skill, we will, within a reasonable time, use reasonable efforts to correct or reperform the affected part of the service, without prejudice to any remedies that cannot lawfully be excluded.

6. Shipping and transport services

- 6.1 This clause applies only where an Order expressly includes carriage, freight, courier booking or other transport arrangements (a “Transport Service”). We may purchase or arrange carriage using an account maintained by Connexus with an independent freight, courier or other transport provider (a “Carrier”). Unless expressly agreed otherwise, the Carrier performs the physical carriage; nothing in this clause removes any responsibility imposed on Connexus by mandatory law or by our expressly agreed obligations.
- 6.2 By instructing us to arrange a Transport Service, you agree that the carriage is subject to the relevant Carrier’s applicable conditions of carriage, service guides, restrictions, claims procedures and lawful liability limits, as identified or made reasonably available before booking. You must ensure that the sender and recipient observe relevant Carrier requirements. If a Carrier condition conflicts with mandatory law, the mandatory rule prevails. These Terms remain the contract between you and Connexus except to the extent otherwise expressly agreed.
- 6.3 You are responsible for supplying accurate descriptions, values, dimensions, weights, addresses, contact details, instructions and all documents, permits and declarations required for the Goods and route. You must ensure that packaging, marks, labels and the Goods themselves comply with applicable laws and Carrier requirements, except to the extent a specific task is expressly included in our agreed professional service. The Carrier may refuse, inspect, hold or return Goods in accordance with its terms and applicable law.
- 6.4 Unless expressly stated as a fixed, binding rate, transport quotations are estimates based on the information then provided and rates then available. The final transport charge may be adjusted to reflect the Carrier’s final billable or chargeable weight (including any volumetric-weight calculation or remeasurement), applicable origin and destination rating, service level, and fuel, security, peak, remote-area or other prevailing surcharges at dispatch, together with subsequent Carrier billing corrections relating to that shipment. Carrier-rated charges may therefore differ from the initial quotation.
- 6.5 Unless an accepted Order expressly specifies otherwise, quoted transport prices are for the agreed carriage scope only. They exclude customs duties, import or export taxes, VAT or GST on the Goods, clearance fees, government assessments, storage, demurrage, detention, inspection charges and other disbursements or accessorial services. Tax law applicable to Connexus’s own invoiced services remains unaffected.
- 6.6 The Customer must arrange and remain responsible for customs clearance and for ensuring that the appropriate exporter, importer, declarant or representative fulfils its legal obligations at origin, destination and any transit point. You must procure the necessary instructions and cooperation from your sender and recipient. Connexus does not act as customs broker, importer of record, exporter of record or customs representative unless expressly agreed in writing; no clause transfers statutory responsibility contrary to applicable law.
- 6.7 Where a Carrier, its agent or a customs authority assesses, advances or charges duties, taxes, clearance fees or related sums to Connexus or our carrier account, you must reimburse us for those properly attributable to your shipment, even if you and another commercial party agreed an Incoterms® rule or other allocation under your sale contract. Such private arrangements do not bind Connexus unless we expressly accepted them in writing. You remain free to seek recovery from the party liable under your separate agreement.
- 6.8 The agreed transport price covers only the booked service and scope. Any additional service, diversion, address correction, collection, special handling, storage, re-delivery, return, customs intervention or similar action requested of or necessitated by the Carrier, including by the sender or recipient, may result in additional charges. You agree to reimburse reasonable and properly invoiced Carrier charges arising from such matters, including instructions from your nominated sender or recipient, even where not separately pre-authorised by Connexus. Any Connexus handling charge must be expressly agreed. We will provide available supporting details on reasonable request.

- 6.9 You are responsible for monitoring the Carrier's tracking service and shipment status, including delivery exceptions, customs holds and requests for information. Unless specifically included in the accepted Order, Connexus does not provide continuous shipment monitoring, tracking updates or proactive intervention. You must promptly tell us of any matter requiring our involvement so relevant Carrier deadlines are not missed.
- 6.10 Carriers, customs authorities and other third parties control their own operational decisions, inspections, requests, routing and delivery schedules. Transit and delivery dates are estimates unless expressly guaranteed in writing by the responsible provider. Connexus is not liable for independent Carrier actions, omissions or delays, or resulting loss, except to the extent caused by our own breach, negligence or liability that cannot lawfully be excluded. We do not warrant Carrier acceptance, transit time or delivery performance.
- 6.11 Transport charges do not include cargo or goods-in-transit insurance, and Connexus does not arrange such insurance unless separately requested and expressly confirmed in writing. You are responsible for obtaining insurance adequate for the Goods, route, declared value and potential delay, loss or damage. Any limited compensation rights against a Carrier should not be treated as a substitute for cargo insurance. This does not remove rights or liabilities that cannot lawfully be excluded.
- 6.12 You must inspect or arrange inspection of the Goods upon delivery, preserve evidence of loss or damage and give prompt notice within the applicable Carrier and statutory claim periods. Claims relating to physical carriage may be subject to mandatory transport conventions and the Carrier's applicable terms. Where Connexus holds the Carrier account, we will reasonably cooperate with a documented claim submitted in time, but cannot guarantee reimbursement by the Carrier. Any additional claims-handling work outside the Order may be charged only if agreed.
- 6.13 To the extent caused by inaccurate or incomplete information, unlawful or improperly prepared Goods, your instructions, your breach of these Terms, or acts or omissions of your nominated sender or recipient, you will reimburse and indemnify Connexus against reasonable third-party claims, duties, assessments, penalties, losses and properly incurred expenses arising from the Transport Service. The indemnity does not extend to the extent caused by Connexus's negligence, breach or other liability that cannot lawfully be excluded, and is subject to applicable law.
- 6.14 Carrier reweighing, billing adjustments, taxes, surcharges and disbursements may only become known after dispatch, delivery or initial payment. We may issue a supplementary invoice for amounts properly attributable to the shipment, providing reasonable details when available. Completion of the original transport payment does not discharge such later, validly incurred charges.
- 6.15 Nothing in these Terms excludes or reduces liability, claims rights, compensation limits or procedural requirements that apply mandatorily under relevant international carriage conventions, national transport legislation or other non-excludable law. Where such law conflicts with these Terms or a Carrier condition, it prevails to the extent required.

7. Charges, payment and taxes

- 7.1 Fees and the basis of charging will be stated in the accepted Order. Unless stated otherwise, quoted prices exclude VAT, sales taxes, duties and similar legally applicable charges. The correct taxes on our own services will be shown or accounted for as required by law. Where a Transport Service is included, clause 6 governs any Carrier adjustments, disbursements and post-dispatch charges.
- 7.2 For website Orders, payment is normally due at checkout before services commence. For invoiced work, payment is due on the date specified in the invoice or accepted Order. Payment must be made in full in the currency stated on our invoice using an accepted method; a different currency may be used only with our prior written agreement.

- 7.3 To the extent permitted by law, you must pay each properly issued invoice in full by its due date without set-off, counterclaim, withholding, deduction or delay, including while a charge is disputed. You may raise a genuine billing dispute promptly with supporting reasons; if we confirm an overcharge or other valid adjustment, we will issue an appropriate credit note or refund, as required by law or agreed. Nothing obliges you to pay sums not lawfully due or overrides a mandatory right to withhold payment.
- 7.4 You must bear charges imposed by your sending bank, payment provider and intermediary or correspondent banks, so that we receive the invoiced amount in full in the invoice currency. Where a shortfall results from exchange conversion or remittance charges, we may invoice or otherwise recover the difference, except where the shortfall arises from charges imposed exclusively by our own receiving bank that we have agreed to bear.
- 7.5 For direct bank transfers, an invoice is treated as paid only when the full amount is received as cleared and available funds in our designated bank account. A payment instruction, remittance advice or proof of transfer does not itself constitute payment. For card or other approved payment-service-provider transactions, receipt is determined by the provider's confirmed successful payment status, subject to reversal, chargeback and applicable payment terms; a later processor payout to our bank does not retrospectively leave an otherwise successful checkout unpaid.
- 7.6 Where you supply reasonable documentary proof that a bank transfer was initiated to our correct account on or before the due date, we will ordinarily allow up to five working days from the evidenced remittance date for normal banking clearance before treating the delay alone as an actionable default. This is a temporary allowance for funds in transit, not a formal escrow arrangement or confirmation that payment has been received. We may withhold shipment dispatch or service commencement until cleared funds arrive unless we expressly agree otherwise; if the amount remains outstanding at the end of that period, it is immediately recoverable.
- 7.7 Charges for additional services or work outside the agreed scope require prior authorisation unless they are expressly provided for in the accepted Order or are reimbursable Transport Service amounts falling within clause 6, including later Carrier charges. Where reasonable and available, we will provide supporting information for supplementary charges.
- 7.8 You must provide accurate billing details and remain responsible for taxes, import charges and similar obligations that legally fall on you. We do not treat customer-entered information as conclusive evidence of a tax status where verification is legally required. Taxes and disbursements advanced by a Carrier are dealt with in clauses 6.5 to 6.7.
- 7.9 For overdue business-to-business invoices, we may claim interest and reasonable recovery costs to the extent available under applicable law, including the Late Payment of Commercial Debts (Interest) Act 1998 where relevant. We may suspend further services or bookings following reasonable written notice of material non-payment, without prejudice to charges already properly incurred.

8. Cancellation, refunds and suspension

- 8.1 The cancellation and refund position for a particular Order is governed by its expressly agreed cancellation terms and any Refund Policy incorporated at the time of ordering, in each case subject to applicable law.
- 8.2 If no special cancellation terms apply, you may ask us to cancel an Order in writing. We may charge for services properly performed and non-recoverable costs reasonably and properly incurred before cancellation, and will return any balance paid for services not provided.
- 8.3 Either party may terminate an Order by written notice if the other commits a material breach and, where the breach can be remedied, fails to remedy it within 14 days after a written request. Immediate termination may be justified for unlawful performance, serious compliance concerns or an irreparable material breach.
- 8.4 We may suspend or decline work where continuing would expose either party to a material legal, safety, sanctions, security or regulatory risk. Where practicable, we will explain the issue and give an opportunity to resolve it.

8.5 Termination does not affect accrued payment obligations, confidentiality, intellectual property rights or provisions intended to survive termination.

9. Intellectual property and permitted use

- 9.1 Each party retains ownership of its pre-existing materials, methods, systems, templates, know-how, branding and intellectual property. You retain ownership of information and materials that you provide to us, subject to any third-party rights.
- 9.2 Once the relevant fees have been paid in full, we grant you a perpetual, non-exclusive, worldwide licence to use the final deliverables supplied under an Order for your own business activities and the purposes contemplated by that Order. You may share them with your staff, professional advisers, contractors, regulators and relevant business partners to the extent reasonably necessary for those purposes.
- 9.3 Unless otherwise agreed in writing, you may not sell, license or market our templates, methodologies or deliverables as a stand-alone service to third parties, or remove copyright or proprietary notices.
- 9.4 We may reuse our general experience, know-how and methods, provided that doing so does not disclose your confidential information or infringe your intellectual property rights.

10. Confidentiality

- 10.1 Each party will keep the other party's non-public business, commercial, financial and technical information confidential, use it only for purposes connected with the services and restrict disclosure to persons who reasonably need to know and are subject to appropriate confidentiality obligations.
- 10.2 Confidentiality does not apply to information already lawfully known, independently developed without using the other party's information, publicly available other than through breach, or lawfully received from another source without an obligation of confidence.
- 10.3 Disclosure is permitted to professional advisers, insurers, service providers and competent authorities where reasonably necessary or legally required, subject to appropriate safeguards and advance notice where lawful and practicable.

11. Personal data and information security

- 11.1 Each party must comply with data protection laws applicable to its processing of personal data. Our Privacy Policy describes our general handling of personal information and data subject rights.
- 11.2 Where a service requires one party to process personal data solely on the other party's behalf as a processor, the parties will put an appropriate data processing agreement in place where legally required before that processing begins.
- 11.3 We will apply reasonable technical and organisational safeguards appropriate to the information handled and the nature of the services. Neither party will knowingly introduce malicious code or use an insecure method of sharing sensitive information where a reasonably available secure method has been specified.

12. Third parties and external conditions

- 12.1 Services may involve third-party systems, authorities, suppliers, intermediaries, professional advisers or platforms. Their separate terms, decisions, fees and operational requirements may apply. We are not responsible for their independent decisions or acts except where liability arises from our own breach of an obligation that cannot lawfully be excluded. Where transport is included, clause 6 also applies.
- 12.2 We may use suitably qualified subcontractors to assist with services, but remain responsible for our own contractual obligations and must protect confidential information and personal data as required by these Terms and applicable law.
- 12.3 You acknowledge that laws, guidance, market conditions, third-party systems and regulatory interpretations can change. We are not obliged to update completed work for later changes unless expressly agreed.

13. Liability

- 13.1 Nothing in these Terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.
- 13.2 Subject to clause 13.1 and any applicable requirement of reasonableness, neither party is liable to the other for indirect or consequential losses. To the extent lawful and reasonable in the circumstances, Connexus is not liable for lost profits, loss of business, revenue, contracts, production, anticipated savings, opportunities or goodwill, or consequential losses arising from transport delay or interruption, whether or not the possibility of such loss was disclosed.
- 13.3 Subject to clauses 13.1 and 13.4, Connexus's total aggregate liability arising out of or in connection with a particular Order, whether in contract, tort (including negligence) or otherwise, will not exceed the greater of (a) £5,000 and (b) the total fees paid or payable for that Order.
- 13.4 The exclusions and limit in this clause apply only to the extent fair, reasonable and enforceable under applicable law, including the Unfair Contract Terms Act 1977 where relevant, and subject to any mandatory transport liability regime under clause 6.15. Nothing in this clause limits your obligation to pay properly due fees or other charges.
- 13.5 Each party must take reasonable steps to mitigate loss. Any claim should be notified reasonably promptly after the facts giving rise to it become known, without imposing a shorter limitation period than applicable law permits.
- 13.6 To the extent caused by your breach of these Terms, materially inaccurate or incomplete information supplied by you, unlawful instructions, or acts or omissions of persons acting under your instructions, you will indemnify Connexus against reasonable third-party claims, liabilities and properly incurred expenses. This does not apply to the extent caused by Connexus's own negligence or breach, or to liabilities that cannot lawfully be excluded. Specific shipment-related indemnities are addressed in clause 6.13.

14. Compliance with law

- 14.1 Each party will comply with applicable laws relating to its performance, including relevant anti-bribery, anti-corruption, trade sanctions, export-control and data protection requirements.
- 14.2 We may refuse any instruction we reasonably believe would be unlawful, misleading, unsafe or inconsistent with professional or regulatory duties, and will explain the concern where lawful and practicable.

15. Events beyond reasonable control

- 15.1 Neither party will be responsible for delay or failure to perform an obligation, other than an obligation to pay sums already due, to the extent caused by an event beyond that party's reasonable control and not reasonably avoidable.
- 15.2 The affected party must notify the other as soon as reasonably practicable, take reasonable steps to reduce the impact and resume performance when possible. If disruption continues for more than 30 days, either party may terminate the affected unperformed services on written notice, with a fair adjustment for work completed and unavoidable costs.

16. Communications, complaints and disputes

- 16.1 Routine notices and service communications may be sent by email to the addresses provided in the Order. Formal notices must be sent to the other party's designated business contact or another address notified in writing, and are treated as received when delivery can reasonably be demonstrated.
- 16.2 For a service concern or complaint, contact orders@connexusdg.com with the Order reference and relevant details. We will review the matter and seek to resolve it promptly and fairly.
- 16.3 Before issuing proceedings, each party will make a reasonable attempt to resolve a dispute through good-faith discussions between persons authorised to settle it. Either party may seek urgent protective relief where necessary.

17. General

- 17.1 Neither party may transfer its rights or obligations under an Order without the other party's prior written consent, not to be unreasonably withheld or delayed, except for a genuine business reorganisation that does not materially reduce the other party's contractual protection.
- 17.2 Nothing in these Terms creates an employment, partnership, joint venture or agency relationship. Neither party may bind the other without express written authority.
- 17.3 If any provision is unlawful or unenforceable, the remainder continues in effect so far as legally possible. A failure to enforce a right does not waive it. Rights and remedies are cumulative except where expressly and lawfully stated otherwise.
- 17.4 We may update these Terms for future Orders by publishing a new version. Changes do not apply retrospectively to an accepted Order unless both parties agree or applicable law requires.
- 17.5 These Terms and the accepted Order, together with any policies expressly incorporated into that Order, form the entire agreement relating to the specified services, excluding fraudulent representations and any rights that cannot lawfully be excluded.
- 17.6 These Terms and Orders are governed by the laws of England and Wales. Subject to mandatory law and any expressly agreed dispute resolution process, the courts of England and Wales have exclusive jurisdiction.