



BOSS Connect Ltd

General Terms and Conditions

Issue 1.0

1. Introduction and Contract Framework

These General Terms and Conditions set out the basis on which BOSS Connect supplies communications, connectivity, hosted, voice, data, mobile, support, equipment, software and related services to its business customers.

The contract between BOSS Connect and the Customer is made up of these General Terms and Conditions, the accepted order or proposal, any service-specific schedule, any agreed statement of work, and any written variation agreed by the parties. Together, those documents form the Agreement.

If there is any inconsistency between the documents forming the Agreement, the following order of priority will apply unless expressly stated otherwise in writing: first, the order or proposal; second, the applicable service schedule or statement of work; third, these General Terms and Conditions.

By signing an order, approving a proposal, issuing a purchase order, paying an invoice, accepting delivery, using the Services or allowing the Services to be used, the Customer accepts the Agreement.

These terms are intended for business-to-business supply and do not apply to consumer contracts unless BOSS Connect expressly agrees otherwise in writing.

2. Parties

The supplier is BOSS Connect, being the BOSS Connect business identified in the relevant order, proposal or invoice. Where full statutory details are required, they should be inserted into the order or proposal, including company name, company number, registered office and trading address.

The Customer is the organisation, partnership, sole trader, public body, charity or other legal person identified in the order or proposal as purchasing or receiving the Goods or Services.

Each party confirms that it has authority to enter into the Agreement and to perform its obligations under it.

3. Definitions

In the Agreement, the following expressions have the meanings set out below unless the context requires otherwise.

- Acceptable Use Policy means any fair use, network use, security or acceptable use requirements notified by BOSS Connect or imposed by an underlying network, software, platform or wholesale provider.
- Agreement means the full contractual arrangement between BOSS Connect and the Customer for the supply of Goods and/or Services.
- Applicable Law means all laws, regulations, regulatory requirements, codes of practice and binding directions that apply to either party or to the supply, receipt or use of the Goods or Services.
- Charges means all amounts payable by the Customer under the Agreement, including recurring charges, usage charges, installation charges, support charges, equipment charges, licence fees and any other agreed amounts.
- Commencement Date means the date the Agreement starts, as stated in the order or proposal, or if no date is stated, the date BOSS Connect accepts the Customer's order.
- Customer Data means any data, files, records, content, call data, configuration data or other information supplied by or on behalf of the Customer, or processed for the Customer, in connection with the Services.
- Equipment means any routers, switches, handsets, access points, firewalls, cabling, servers, SIMs, devices or other physical items supplied, rented, loaned, installed or configured by BOSS Connect.
- Force Majeure Event means an event outside a party's reasonable control which prevents or delays performance, including failure of networks or utilities, shortage of materials, supplier failure, cyber incident not caused by the affected party, industrial dispute, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, government action or change in law.
- Goods means Equipment, hardware, accessories, software media or any other goods supplied by BOSS Connect.
- Intellectual Property Rights means patents, copyrights, database rights, design rights, trade marks, domain names, know-how, trade secrets and all similar rights anywhere in the world, whether registered or unregistered.
- Minimum Term means the initial fixed term stated in the order or proposal, starting on the Commencement Date, ready-for-service date or another date stated in the service schedule.
- Personal Data has the meaning given to it in UK data protection legislation.
- Ready for Service means the point at which BOSS Connect considers that the relevant Service is available for use, whether or not the Customer has started to use it.
- Service means each service supplied by BOSS Connect under the Agreement, including telecommunications, broadband, leased lines, mobile, VoIP, hosted telephony, SIP, cloud, IT support, security, monitoring, consultancy, installation and related services.
- Service Schedule means any document describing a particular Service, including service levels, support arrangements, exclusions, technical requirements or supplier-specific terms.
- Software means any program, application, platform, licence, firmware, operating system, portal, agent, tool or associated documentation supplied or made available in connection with the Services.
- Working Day means Monday to Friday, excluding bank and public holidays in England and Wales.
- Working Hours means 8.30am to 5.30pm on a Working Day, unless stated otherwise in a service schedule.

4. Interpretation

References to legislation include that legislation as amended, replaced or re-enacted from time to time.

Words such as including, include and in particular are illustrative and do not limit the general meaning of the words that come before them.

The singular includes the plural and the plural includes the singular.

A reference to writing includes email for routine operational communications, but not for formal notices unless the Agreement expressly allows email notices.

Headings are included for convenience only and do not affect interpretation.

Technical words will be interpreted in line with normal UK telecommunications, IT and managed services usage.

5. Orders, Proposals and Acceptance

BOSS Connect may provide a quote, proposal, order form or statement of work for the Goods or Services requested by the Customer. Unless stated otherwise, quotations are invitations to place an order and are not binding until accepted by BOSS Connect.

The Customer is responsible for checking that any order, proposal, specification, address, service requirement, number porting information, contract term, billing detail and technical assumption is accurate before acceptance.

BOSS Connect may reject or cancel an order where an underlying supplier rejects the order, the service is unavailable, the Customer fails credit checks, required permissions are not obtained, or BOSS Connect reasonably considers that the order cannot be delivered lawfully, safely or commercially.

Where Goods or Services are supplied without a signed order, the Customer's receipt, use or payment for them will be treated as acceptance of these terms.

6. Supply of Services

BOSS Connect will use reasonable skill and care when supplying the Services and will use reasonable endeavours to provide them in accordance with the relevant order and service schedule.

Dates for installation, activation, number porting, migration or delivery are target dates unless expressly described as fixed dates in writing. BOSS Connect will not be liable merely because a target date is missed, but will keep the Customer reasonably informed where delays become known.

BOSS Connect may deliver the Services using its own staff, group companies, subcontractors, carriers, network operators, software vendors, wholesale suppliers and other third-party providers.

BOSS Connect will use reasonable endeavours to correct faults in the Services which are properly reported by the Customer and which fall within BOSS Connect's responsibility. BOSS Connect does not guarantee uninterrupted or error-free Services unless an express service level and remedy is stated in a service schedule.

Where a fault is caused by the Customer, the Customer's equipment, another supplier, incorrect information, site conditions, misuse, unauthorised change, failure to follow instructions or any matter outside BOSS Connect's reasonable control, BOSS Connect may charge for investigation and remedial work at its then-current rates.

7. Implementation, Access and Customer Co-operation

The Customer must provide timely co-operation, accurate information and suitable access that BOSS Connect reasonably requires to deliver the Goods or Services.

The Customer must ensure that relevant staff, IT contacts, landlords, managing agents, incumbent suppliers and other necessary third parties are available when reasonably required.

Where work is to be carried out at a site, the Customer must provide a safe working environment, suitable space, power, connectivity, permissions, wayleaves, access arrangements and any site-specific rules or risk information.

The Customer is responsible for obtaining landlord, building owner, planning, listed building, wayleave or third-party consents needed for installation or operation of the Services.

If BOSS Connect is delayed or incurs extra cost because the Customer has not met its obligations, BOSS Connect may charge the Customer for the resulting costs and may extend delivery times accordingly.

8. Customer Responsibilities

The Customer is responsible for all use of the Services made through its accounts, sites, systems, users, passwords, numbers, circuits, devices and equipment, whether authorised or unauthorised, unless caused by BOSS Connect's breach of the Agreement.

The Customer must not use the Services, or permit them to be used, for unlawful, fraudulent, abusive, harmful, nuisance, threatening, defamatory, obscene, infringing or security-compromising activity.

The Customer must maintain appropriate security controls, backups, endpoint protection, password controls, access rights and internal policies for its own systems and data.

The Customer must not resell or make the Services available to third parties unless BOSS Connect has agreed this in writing.

The Customer must ensure that all Customer-owned equipment and software used with the Services is compatible, secure, properly licensed and maintained.

The Customer must promptly notify BOSS Connect of any actual or suspected security compromise, unauthorised use, fraud, significant service issue or change that may affect the Services.

9. Equipment and Risk

Equipment may be sold, rented, loaned or otherwise supplied as stated in the order or proposal. Ownership of sold Equipment passes only when BOSS Connect has received payment in full for that Equipment and all other overdue sums.

Risk in sold Equipment passes to the Customer on delivery. The Customer must insure and protect Equipment from the point of delivery or installation.

Rental or loan Equipment remains the property of BOSS Connect or its supplier at all times. The Customer must keep it safe, insured, identifiable, free from liens or charges, and must not sell, pledge, alter, repair, move or dispose of it without written consent.

The Customer must return rental or loan Equipment promptly at the end of the relevant Service or when reasonably requested. If it is not returned in good condition, fair wear and tear excepted, BOSS Connect may charge the Customer for replacement, repair, recovery or loss of use.

Unless expressly included, cabling, electrical work, building works, fire stopping, making good, decoration and furniture reinstatement are the Customer's responsibility.

10. Software, Licences and Third-Party Platforms

Software is supplied subject to the licence terms of the relevant owner, vendor or platform provider. The Customer must comply with those licence terms and any user limits, permitted use restrictions or renewal provisions.

BOSS Connect does not transfer ownership of Software to the Customer. The Customer receives only the rights expressly granted by the relevant licence.

The Customer must not copy, adapt, reverse engineer, decompile, bypass, tamper with or misuse Software except to the extent permitted by law or by the relevant licence.

If a third-party vendor suspends, changes or withdraws a platform, licence, feature or product, BOSS Connect will use reasonable endeavours to assist the Customer but will not be liable for the vendor's act or omission unless BOSS Connect has expressly assumed that responsibility in writing.

11. Service Levels and Support

Any service levels, response targets, availability commitments, maintenance windows or service credits apply only where they are expressly stated in the applicable service schedule.

Unless a service schedule states otherwise, response times are targets and not guaranteed fix times.

The Customer must report faults through the support route notified by BOSS Connect and must provide sufficient information to allow investigation.

BOSS Connect may carry out planned or emergency maintenance. Where reasonably practicable, BOSS Connect will give advance notice of planned maintenance likely to materially affect the Services.

Service credits, where expressly stated, are the Customer's sole financial remedy for the relevant service level failure.

12. Charges, Billing and Payment

The Customer must pay the Charges set out in the order, proposal, service schedule or invoice. Charges may include fixed recurring charges, variable usage charges, installation fees, professional service fees, licence fees, hardware charges, early termination charges and other agreed amounts.

Unless stated otherwise, Charges are exclusive of VAT, delivery, packaging, insurance, travel, subsistence and out-of-pocket expenses.

Recurring Charges are payable in advance unless stated otherwise. Usage, excess, project, hardware and one-off charges may be invoiced in arrears or at the point specified by BOSS Connect.

Invoices are payable within 30 days of the invoice date unless a different period is agreed in writing.

The Customer must pay invoices in full without set-off, deduction or withholding, except for amounts genuinely disputed in accordance with this clause.

If the Customer disputes an invoice, it must notify BOSS Connect in writing within 10 Working Days of the invoice date, clearly explaining the disputed amount and reason. Undisputed amounts remain payable on time.

If payment is overdue, BOSS Connect may charge interest and statutory recovery costs under the Late Payment of Commercial Debts legislation, suspend Services, require a deposit or payment in advance, withdraw credit terms, recover collection costs, or terminate the Agreement where permitted.

BOSS Connect may correct billing errors or invoice omitted charges within 12 months of the date the charge was incurred, or longer where required by law or where the omission resulted from fraud, concealment or inaccurate information supplied by the Customer.

13. Price Changes

BOSS Connect may change the Charges where permitted by the order, service schedule or this clause.

Recurring Charges may be reviewed at the end of the Minimum Term and on each anniversary after that. Unless the order states otherwise, BOSS Connect may increase recurring Charges by reference to inflation, supplier cost

increases, regulatory costs, network costs, exchange rate movement, licence costs, energy costs or other reasonable changes in the cost of supply.

Where a supplier, carrier, regulator, software vendor or other third party increases charges, imposes new charges or changes the commercial basis of supply, BOSS Connect may pass those changes to the Customer on reasonable notice.

Usage-based Charges, call rates, international rates, roaming charges, out-of-bundle charges and similar variable charges may be updated from time to time and will apply from the date notified or published by BOSS Connect.

Nothing in this clause affects any specific price review mechanism stated in the order or service schedule.

14. Deposits, Credit Checks and Direct Debit

The Customer authorises BOSS Connect to carry out credit checks and to request information reasonably required to assess credit risk.

BOSS Connect may require a deposit, payment in advance, direct debit mandate, parent company guarantee or other security before or during supply where it reasonably considers this necessary.

Deposits may be applied against unpaid Charges. Unless required by law, deposits do not accrue interest.

If the Customer does not pay by direct debit, or if a direct debit fails, BOSS Connect may apply reasonable administration charges.

15. Data Protection

Each party will comply with UK data protection legislation when processing Personal Data in connection with the Agreement.

Where BOSS Connect processes Customer Personal Data as processor on behalf of the Customer, BOSS Connect will process that Personal Data only for the purposes of providing, supporting, securing, administering and improving the Services, and in accordance with the Agreement and the Customer's lawful written instructions.

The Customer is responsible for ensuring that it has a lawful basis for Personal Data supplied to BOSS Connect and that any required notices, consents or authorisations have been provided.

BOSS Connect may use subcontractors and suppliers to provide the Services. Where they process Personal Data as sub-processors, BOSS Connect will remain responsible to the Customer for their data protection obligations to the extent required by law.

BOSS Connect will implement appropriate technical and organisational measures designed to protect Personal Data processed by it against unauthorised or unlawful processing and against accidental loss, destruction or damage.

BOSS Connect will notify the Customer without undue delay after becoming aware of a Personal Data breach affecting Customer Personal Data processed by BOSS Connect as processor.

BOSS Connect will provide reasonable assistance to the Customer with data subject requests, security information, breach response and regulatory enquiries, taking into account the nature of the processing and the information available to BOSS Connect. BOSS Connect may charge reasonable costs for assistance unless the need for assistance arises from BOSS Connect's breach.

Customer Data may be transferred outside the UK where necessary for the Services, provided that appropriate safeguards required by data protection legislation are in place.

On termination, BOSS Connect will delete or return Customer Personal Data processed as processor unless retention is required by law, needed for legitimate records, or held in backups that are not readily accessible and are deleted in the normal backup cycle.

16. Confidentiality

Each party must keep the other party's confidential information confidential and use it only for the purposes of the Agreement or the evaluation of related services.

Confidential information includes commercial, technical, financial, security, operational, customer, pricing, network, system, proposal and business information, whether disclosed orally, electronically, visually or in writing.

A party may disclose confidential information to its employees, officers, professional advisers, auditors, insurers, subcontractors and suppliers who need to know it, provided they are under suitable confidentiality obligations.

Confidentiality obligations do not apply to information that is public other than through breach, already lawfully known, independently developed without use of the confidential information, lawfully received from a third party, or required to be disclosed by law or a competent authority.

On request or termination, each party will return or destroy the other party's confidential information where reasonably practicable, except for legally retained records, professional archive copies and automated backups.

This clause continues after termination.

17. Security and Network Integrity

BOSS Connect may take reasonable steps to protect the security, integrity and operation of its systems, supplier networks, platforms, customers and the Services.

The Customer must not introduce malware, attempt unauthorised access, conduct penetration testing without written consent, interfere with networks, misuse numbering resources, generate nuisance traffic, obscure identity for unlawful purposes or carry out activity that may damage BOSS Connect or its suppliers.

Where BOSS Connect provides security advice or recommendations, the Customer remains responsible for deciding whether to adopt them unless the Agreement expressly states that BOSS Connect is providing a managed security service with defined responsibilities.

If the Customer rejects or delays recommended security measures, BOSS Connect will not be responsible for resulting degradation, compromise or additional cost, except to the extent caused by BOSS Connect's breach of the Agreement.

18. Intellectual Property

Each party retains ownership of its pre-existing Intellectual Property Rights.

BOSS Connect and its licensors retain all rights in the Services, Software, templates, documentation, tools, methodologies, know-how, configurations, scripts, processes and materials used or developed by BOSS Connect, except for Customer Data and Customer-owned materials.

The Customer grants BOSS Connect a non-exclusive right to use Customer Data, materials and systems to the extent necessary to provide the Services.

Subject to payment of all Charges, BOSS Connect grants the Customer a limited, non-exclusive, non-transferable right to use BOSS Connect materials supplied specifically for the Customer's internal business use during the term of the relevant Service.

The Customer must not use the Goods or Services in a way that infringes third-party Intellectual Property Rights and will indemnify BOSS Connect against third-party claims arising from Customer content, Customer Data or Customer misuse.

19. Warranties and Exclusions

BOSS Connect warrants that it will provide the Services with reasonable skill and care.

BOSS Connect does not warrant that the Services will be uninterrupted, error-free, immune from cyber risk, compatible with all Customer systems, or suitable for any purpose not expressly agreed in writing.

Third-party networks, public internet services, mobile networks, power supplies, cloud platforms, software vendors and other external dependencies may affect the Services. BOSS Connect is not responsible for their failures except to the extent BOSS Connect has expressly assumed responsibility for them under the Agreement.

All implied terms, warranties and conditions are excluded to the fullest extent permitted by law.

20. Limitation of Liability

Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations where they cannot be excluded, or any liability that cannot lawfully be limited or excluded.

The Customer remains liable to pay all Charges properly due under the Agreement.

Subject to the first paragraph of this clause, BOSS Connect will not be liable for loss of profit, loss of revenue, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, wasted management time, loss or corruption of data, third-party losses, indirect loss, consequential loss, special damages or punitive damages.

Subject to the first paragraph of this clause, BOSS Connect's total aggregate liability arising in any Contract Year will be limited to the Charges paid or payable by the Customer for the affected Services in that Contract Year.

Where liability relates solely to a particular Service, BOSS Connect's liability will be limited to the Charges paid or payable for that Service in the relevant Contract Year.

BOSS Connect will not be liable for loss arising from Customer acts or omissions, inaccurate information, unauthorised changes, unsupported equipment, third-party services, public internet risks, failure to maintain backups, failure to follow reasonable instructions, or use of the Services outside the Agreement.

Any claim must be brought within 12 months of the event giving rise to it, unless a longer period is required by law.

21. Suspension

BOSS Connect may suspend all or part of the Services where it reasonably considers that:

- the Customer has failed to pay undisputed overdue Charges;
- the Services are being used unlawfully, fraudulently, abusively or in breach of an Acceptable Use Policy;
- suspension is required by law, regulator, court, law enforcement body, supplier, carrier or competent authority;
- suspension is needed to protect security, network integrity, systems, data, other customers or suppliers;
- the Customer is in material breach of the Agreement;

- required permissions, wayleaves, licences or supplier arrangements are withdrawn or unavailable;
- planned or emergency maintenance is required.

BOSS Connect will restore suspended Services when the reason for suspension has been resolved to its reasonable satisfaction, subject to payment of any reinstatement charges and overdue amounts.

Suspension does not end the Agreement and Charges continue during suspension unless BOSS Connect agrees otherwise in writing.

22. Term, Renewal and Minimum Term

The Agreement starts on the Commencement Date and continues for the Minimum Term and any renewal or continuation period stated in the order or service schedule.

If a Service continues after the Minimum Term, it will continue on the basis stated in the order or service schedule. If no continuation basis is stated, it will continue until terminated by either party on not less than 30 days' written notice, subject to any supplier minimum notice period or early termination charge.

Different Services may have different commencement dates, ready-for-service dates, minimum terms and notice periods.

23. Termination

Either party may terminate the Agreement or an affected Service immediately by written notice if the other party commits a material breach that cannot be remedied or fails to remedy a material breach within 30 days of written notice requiring remedy.

BOSS Connect may terminate immediately by written notice if the Customer fails to pay undisputed overdue Charges after written demand, has two or more failed direct debit payments, ceases or threatens to cease trading, becomes insolvent, has credit withdrawn, or uses the Services unlawfully or fraudulently.

Either party may terminate where the other enters administration, liquidation, receivership, voluntary arrangement, bankruptcy, an analogous insolvency process, or is unable to pay its debts as they fall due.

BOSS Connect may terminate an affected Service where an underlying supplier terminates or materially changes its supply, rejects an order, withdraws availability, or makes continued supply impractical or unlawful.

Termination of one Service does not automatically terminate other Services unless the relevant Services are dependent on each other or BOSS Connect states this in the termination notice.

24. Consequences of Termination

On termination, the Customer must immediately pay all Charges due up to the termination date, all committed charges, usage charges, equipment charges, recovery charges and any applicable early termination charges.

Early termination charges may include the remaining recurring Charges for the unexpired Minimum Term, supplier cancellation charges, hardware or installation subsidies, licence commitments, number porting charges and any other reasonable loss or cost arising from early termination.

The Customer must stop using the terminated Services and return all rental or loan Equipment, access credentials, documentation and materials belonging to BOSS Connect or its suppliers.

BOSS Connect may recover its property from the Customer's site where legally permitted and may charge reasonable recovery costs.

Termination does not affect rights, remedies or liabilities that have accrued before termination, nor clauses intended to survive termination.

25. Number Porting and Service Migration

Where the Services include number porting, migration or transfer from another provider, the Customer must provide accurate information, authority letters and existing supplier details.

BOSS Connect is not responsible for delay, rejection, loss of service or failed porting caused by incorrect information, existing supplier issues, network provider processes, cancelled services, contractual restrictions, unpaid charges with another provider, or circumstances outside BOSS Connect's reasonable control.

The Customer should not cancel existing services until BOSS Connect confirms that migration or porting has completed, unless BOSS Connect advises otherwise in writing.

Where the Customer transfers services away from BOSS Connect, the Customer remains liable for Charges until the transfer is completed and for any minimum term, notice period or early termination charges.

26. Regulatory Compliance

Each party will comply with Applicable Law relevant to its obligations under the Agreement.

The Customer must ensure that its use of telecommunications, messaging, call recording, monitoring, marketing, emergency services information and data services complies with Applicable Law and applicable regulatory requirements.

Where emergency service access depends on accurate site, user or device location information, the Customer must provide and maintain accurate information and must notify BOSS Connect promptly of changes.

BOSS Connect may take any steps reasonably required to comply with directions from regulators, law enforcement bodies, courts, emergency services, carriers and competent authorities.

27. Dispute Resolution

If a dispute arises, the parties will first try to resolve it through their usual operational contacts.

If the dispute is not resolved within a reasonable period, either party may escalate it to a senior manager or director of each party who has authority to settle the dispute.

The parties will attempt in good faith to resolve disputes before commencing court proceedings, except where urgent injunctive relief, debt recovery, service suspension, protection of confidentiality, protection of Intellectual Property Rights or regulatory action is required.

Nothing in this clause prevents either party from exercising legal rights or remedies available to it.

28. Force Majeure

Neither party will be liable for failure or delay in performing its obligations to the extent caused by a Force Majeure Event.

The affected party must notify the other party as soon as reasonably practicable, use reasonable endeavours to reduce the impact, and resume performance when reasonably able.

Payment obligations for Goods or Services already supplied are not excused by a Force Majeure Event.

If a Force Majeure Event prevents material performance for more than 60 consecutive days, either party may terminate the affected Services on written notice.

29. Assignment and Subcontracting

BOSS Connect may subcontract any part of the Services but remains responsible for performance of its obligations under the Agreement.

BOSS Connect may assign, transfer or novate the Agreement, or any rights or obligations under it, to a group company, purchaser of its business, financing provider, supplier or other suitable third party on written notice to the Customer.

The Customer may not assign, transfer, novate or otherwise deal with the Agreement without BOSS Connect's prior written consent, not to be unreasonably withheld or delayed.

30. Changes to the Agreement or Services

The Customer may request changes to the Goods or Services in writing. BOSS Connect is not required to implement a requested change unless it has agreed the change, charges and any revised timescale in writing.

BOSS Connect may make changes to the Services where required for legal, regulatory, security, technical, operational, supplier or network reasons, or where the change does not materially reduce the overall functionality of the Services.

BOSS Connect may update these terms on reasonable notice. If a change is materially detrimental to the Customer and is not required by law, regulation, security, supplier requirement or service improvement, the Customer may object in writing before the change takes effect. The parties will then discuss the objection in good faith.

31. Anti-Bribery, Sanctions and Ethical Compliance

Each party will comply with applicable anti-bribery, anti-corruption, anti-tax evasion, sanctions and modern slavery laws relevant to the Agreement.

Neither party will offer, request, receive or accept any improper payment, gift, hospitality or advantage in connection with the Agreement.

A party must promptly notify the other if it becomes aware of any request or demand for an improper financial or other advantage connected with the Agreement.

32. Staff Non-Solicitation

During the Agreement and for six months after termination, neither party will knowingly solicit for employment or engagement any employee or contractor of the other party who has been materially involved in the Services, except through a general recruitment campaign not targeted at that person.

If a party breaches this clause, it will pay the other party a sum equal to the greater of the relevant person's annual salary or annualised contract cost, as a genuine pre-estimate of recruitment, training and business disruption costs.

33. Notices

Formal notices under the Agreement must be in writing and delivered by hand or sent by recorded delivery or special delivery to the registered office or principal trading address of the receiving party, or to any other notice address notified in writing.

A notice delivered by hand is deemed received when delivered. A notice sent by recorded or special delivery is deemed received two Working Days after posting, provided it was correctly addressed and postage was paid.

Email may be used for day-to-day operational communications, support requests and account management, but not for formal termination notices unless BOSS Connect expressly agrees in writing.

34. General Legal Provisions

The Agreement is the entire agreement between the parties for the relevant Goods and Services and supersedes previous discussions, proposals, drafts, representations and customer purchase order terms relating to them.

The Customer's purchase order terms, standard terms or other conditions do not apply unless expressly signed by BOSS Connect.

No failure or delay in exercising a right or remedy is a waiver of it. A waiver must be in writing and applies only to the circumstances for which it is given.

If any provision is invalid, unlawful or unenforceable, it will be treated as deleted to the minimum extent necessary and the remaining provisions will continue in force.

Except where expressly stated, no third party has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement.

Nothing in the Agreement creates a partnership, joint venture, agency, employment relationship or fiduciary relationship between the parties.

BOSS Connect may refer to the Customer internally as a customer. BOSS Connect will not use the Customer's name, logo or trade mark in external publicity without the Customer's prior consent, unless already publicly known or required for supplier/regulatory purposes.

35. Governing Law and Jurisdiction

The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

The courts of England and Wales have exclusive jurisdiction, except that BOSS Connect may bring proceedings in another jurisdiction where necessary to recover property, protect confidential information, enforce Intellectual Property Rights or recover unpaid sums from a Customer located outside England and Wales.

If the Agreement is translated, the English language version takes precedence.

Document Control

Document	BOSS Connect General Terms and Conditions
Issue	1.0
Status	Draft for legal review
Prepared for	BOSS Connect
Notes	Complete rewrite based on commercial themes in existing telecoms/IT general terms, with new structure and wording.