

# Terms and Conditions of Business

## Catalyst 4 Change Group Limited (Trading as C4C Group)

Registered in England and Wales | Company Number: 15338612

Registered Office: 86-90 Paul Street, London, England, EC2A 4NE

Effective Date: 1st January 2024 | Version 2.0 — Updated January 2026

## 1. Definitions

In these Terms and Conditions:

- **C4C Group** means Catalyst 4 Change Group Limited, trading as C4C Group.
- **Client** means the organisation or individual purchasing services or products from C4C Group.
- **Services** means any consultancy, advisory, procurement, implementation, or related services provided by C4C Group.
- **Products** means any hardware, software, or licences supplied by C4C Group, whether directly or through a third-party vendor.
- **Agreement** means the contract formed by acceptance of C4C Group's quotation, proposal, or order confirmation, incorporating these Terms and Conditions.
- **Commercial Information** means all pricing, discount structures, line-item costs, commercial terms, methodologies, frameworks, and associated discussions, negotiations, and supporting correspondence relating to any quotation, proposal, or Agreement.

## 2. Scope of Services

1. C4C Group provides technology consulting, acquisition advisory, and resale services to business clients.
2. Unless expressly agreed otherwise, all vendor-provided software, hardware, or services are supplied under the vendor's own licence terms, warranties, and service levels.
3. C4C Group is not responsible for vendor performance or software defects beyond what is expressly provided in the vendor's terms.

## 3. Orders and Acceptance

1. All quotations and proposals are valid for 30 days unless stated otherwise.
2. Quotations are issued subject to these Terms and Conditions, which are incorporated by reference into and form part of any Agreement arising from acceptance of the quotation.
3. A binding contract is formed when the Client issues a written acceptance, purchase order, or other formal confirmation. Acceptance may be given via email, electronic signature, or any digital means agreed between the parties.
4. Any variation to the scope, pricing, or delivery must be agreed in writing.

## 4. Fees and Payment

1. Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.
2. All prices are exclusive of VAT and other applicable taxes.
3. C4C Group may suspend services or deliveries in the event of non-payment, with prior notice where reasonably practical.
4. Late payments may accrue interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 5. Delivery

1. Delivery dates are indicative and not guaranteed.
2. C4C Group shall not be liable for any delay in delivery caused by circumstances beyond its reasonable control, including vendor, logistics, customs delays, pandemics, epidemics, or government-imposed lockdowns.

## 6. Warranties and Vendor Terms

1. Products are supplied subject to the vendor's standard terms, including any warranty or support provisions.
2. C4C Group provides no separate warranty unless expressly stated.
3. Advisory and consultancy services are provided with reasonable skill and care. Except as expressly stated, no guarantees are made as to the outcome or performance improvements resulting from Services delivered.

## 7. Title and Risk

1. The risk in the Hardware or Software (collectively, the "Goods") shall pass to the Client at the time the Goods are delivered to the Delivery Location or, in the case of Software, upon provision of access credentials, licence keys, or download rights.
2. Title to the Hardware shall not pass to the Client until C4C Group has received payment in full (in cash or cleared funds).
3. Title and right of use to the Software shall not pass to the Client until C4C Group has received full payment for the applicable Software licence.
4. Until title to the Hardware has passed, the Client shall:
  - Store it separately and keep it identifiable as C4C Group's property
  - Not remove or deface any identifying marks
  - Maintain it in satisfactory condition and insure it for its full value
  - Not encumber it as security
  - Notify C4C Group immediately if insolvency proceedings commence
5. If insolvency occurs before title passes, C4C Group may recover the Hardware from the Client's premises using reasonable force if necessary.
6. Despite retention of title, C4C Group reserves the right to recover the price of any Goods supplied if not paid in full.

## 8. Returns

1. Hardware returns are only accepted where the manufacturer or vendor permits it.
2. C4C Group may reject returns that do not comply with those vendor terms.
3. Returned Hardware may be tested; non-faulty items will be returned at the Client's expense.
4. The Client is responsible for all delivery costs of returns.
5. Software returns are only allowed under the vendor's licensing terms. Licence fees for activated software are non-refundable.
6. C4C Group may charge an administration fee for processing returns.

## 9. Liability and Indemnity

1. C4C Group's total aggregate liability arising out of or in connection with any Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited as follows:
  - For Services (consultancy, advisory, programme management): the total fees paid for the Services under the relevant Agreement;
  - For Products supplied as a reseller: the lesser of (i) the fees retained by C4C Group on the Products supplied (i.e. excluding amounts passed through to vendors), or (ii) £250,000 per claim or series of related claims, whichever is the lower.
2. C4C Group is not liable for indirect, special, or consequential losses, including loss of profit, business, goodwill, anticipated savings, or data.
3. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded by law.
4. The Client shall indemnify and hold harmless C4C Group against third-party claims arising from misuse, legal breaches, or unauthorised sharing of licensed materials, vendor products, or Commercial Information.

## 10. Confidentiality and Commercial Information

### 10.1 General Confidentiality

1. Both parties shall keep all confidential information secret and use it only for the purposes of the Agreement.
2. Confidential information includes, without limitation, all Commercial Information as defined in Clause 1, all technical, operational, financial, and strategic information disclosed in connection with the Agreement, and all information which by its nature ought reasonably to be regarded as confidential.

### 10.2 Protection of Commercial Information

1. All Commercial Information contained within or relating to any C4C Group quotation, proposal, or Agreement is provided in strict commercial confidence to the named recipient and the authorised evaluation team within the recipient organisation only.
2. The recipient agrees that Commercial Information shall not be disclosed, shared, referenced, or paraphrased — in whole or in part, directly or indirectly — with any third party, including but not limited to other bidders, resellers, distributors, vendors, manufacturers, or external advisors, without the prior written consent of C4C Group.
3. The obligations in this Clause 10 operate in addition to, and do not limit or replace, any existing Non-Disclosure Agreement, Mutual NDA, or framework confidentiality terms in place between the parties.

### 10.3 Audit Right

1. C4C Group reserves the right, on reasonable notice and in good faith, to request written confirmation of the names, roles, and organisations of all individuals who have been granted visibility of Commercial Information contained within any quotation, proposal, or Agreement.
2. The Client agrees to provide such confirmation promptly where reasonably requested, and to procure equivalent confirmation from any third party to whom Commercial Information has been disclosed with C4C Group's prior written consent.

### 10.4 Consequences of Breach

1. Where any disclosure occurs in breach of this Clause 10, C4C Group shall, at its sole discretion, be entitled to:

- Withdraw the relevant quotation or proposal in whole or in part with immediate effect;
- Revise pricing, discount levels, or commercial terms;
- Decline to proceed with any subsequent order or engagement arising from the affected quotation or Agreement;
- Recover any direct losses arising from the breach; and
- Pursue any other remedies available in contract, equity, or under applicable law.

### 10.5 Carve-outs

1. The obligations in this Clause 10 do not apply to information which is, or becomes, publicly available other than through breach of this Agreement, or which was lawfully in the recipient's possession prior to disclosure without confidentiality obligations.
2. Statutory or regulatory disclosure obligations are excepted, provided the recipient gives C4C Group prompt written notice of such requirement where legally permitted to do so, and uses reasonable endeavours to limit the scope of disclosure.

### 10.6 Survival

1. The obligations in this Clause 10 shall survive the expiry, withdrawal, supersession, or termination of any quotation, proposal, or Agreement, and shall continue in force for a period of five (5) years from the date of disclosure of the relevant Commercial Information.

### 10.7 Data Protection

1. Personal data shall be processed in accordance with the UK GDPR and Data Protection Act 2018, as outlined in Schedule 1.

## 11. Intellectual Property

1. All intellectual property in C4C Group's methodologies (including the IDEAL Framework), frameworks, templates, tools, and documentation remains the property of C4C Group.
2. The Client receives a non-exclusive, non-transferable licence to use deliverables solely for internal business purposes.
3. The Client shall not reproduce, modify, redistribute, or use any C4C Group methodologies or frameworks for the benefit of any third party without prior written consent.

## 12. Anti-Bribery and Ethical Conduct

1. Both parties shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010.
2. Neither party shall offer, give, request, or accept any financial or other advantage intended to induce or reward improper performance of any function or activity in connection with this Agreement.
3. Each party shall maintain reasonable policies and records relating to gifts, hospitality, and corporate entertainment exchanged between the parties or their personnel in connection with the Agreement.
4. Either party may report concerns relating to suspected breaches of this clause through appropriate confidential channels without prejudice to any other rights.

## 13. Termination

1. Either party may terminate the Agreement with written notice if the other commits a material breach and fails to remedy it within 30 days.

2. C4C Group may terminate or suspend the Agreement with immediate effect in the event of a material breach of Clause 10 (Confidentiality) or Clause 12 (Anti-Bribery).
3. Upon termination, the Client shall pay all fees for work and Products supplied up to the termination date.
4. Clauses which by their nature are intended to survive termination — including Clauses 9 (Liability), 10 (Confidentiality), 11 (Intellectual Property), and 12 (Anti-Bribery) — shall continue in force.

## **14. Force Majeure**

C4C Group shall not be liable for delays or non-performance caused by events beyond its reasonable control, including natural disasters, pandemics, labour disputes, cyber incidents affecting third-party infrastructure, or government restrictions.

## **15. Governing Law and Jurisdiction**

1. This Agreement is governed by and construed in accordance with the laws of England and Wales.
2. The parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement, save that C4C Group reserves the right to bring proceedings in any jurisdiction where the Client has assets or carries on business.

## **16. Entire Agreement**

These Terms, along with any Statement of Work, quotation, or proposal incorporating them by reference, constitute the entire agreement between the parties and supersede all previous discussions, representations, and agreements relating to their subject matter, save for any fraudulent misrepresentation.

# Schedule 1: Data Protection and Confidentiality

## 1. Roles and Responsibilities

- The Client is the Data Controller; C4C Group is the Data Processor.
- Personal data may be shared with vendors solely for fulfilment purposes.

## 2. Data Processing Obligations

C4C Group shall:

- Act only on instructions from the Client
- Keep staff bound by confidentiality
- Implement security measures
- Not transfer data internationally without safeguards
- Assist with data access requests
- Notify the Client of data breaches
- Delete or return personal data after contract end

## 3. Sub-Processors and Vendors

- C4C Group may use third parties with equivalent data protection standards.
- A list of sub-processors is available on request.

## 4. Data Retention and Security

- Personal data is retained only as long as necessary
- Security measures include encryption and access controls

## 5. Client Responsibilities

- The Client is responsible for lawful data collection and sharing
- Only necessary data should be shared with C4C Group

### **Catalyst 4 Change Group Limited (Trading as C4C Group)**

86-90 Paul Street, London, England, EC2A 4NE  
www.c4cgroup.co.uk | hello@c4cgroup.co.uk