

CCBD Group Ltd Terms & Conditions 2022

1. Interpretation

1.1 In these terms and conditions:

“Charges” means the charges for the Services as specified in the Quotation/Contract.

“Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential.

“Contract” means the document signed by both Parties in relation to the duration of the ongoing obligations between them and the Charge for Services.

“Customer” means the person named as Customer in the Contract.

“DPA” means the Data Protection Act 1998.

“Expiry Date” means the date for expiry of the Contract as set out in the Quotation.

“FOIA” means the Freedom of Information Act 2000.

“Information” has the meaning given under section 84 of the FOIA.

“Party” means CCBD Group, the contractor, or the Customer (as appropriate) and “Parties” shall mean a collective of any number of those.

“Personal Data” means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Contract.

“Quotation” refers to the quote given by CCBD Group for provision of their services for a specified duration and contained within the Contract.

“Outsource” Buying or using services from an outside supplier and is not employed in-house.

“Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply).

“Receipt of invoice” this is deemed to be on the day it is sent by e-mail by the supplier.

“Services” means the Services to be supplied by CCBD Group to the Customer under the Contract and the customer to the business/supplier/contractor.

“Specification” means the specification for the Services (including as to quantity, description, and quality) as specified in the contract.

“Supplier” person/s acting on behalf of CCBD Group.

CCBD GROUP LTD

“Term” means the period from the start date of the Contract set out in the Quotation/Contract to the Expiry Date as such period may be extended in accordance with clause 4.1 or terminated in accordance with the terms and conditions of the Contract.

“Tenders” are quotations provided by the Customer for works to be carried out by the Customer to the third party

“Third party” means business/supplier/contractor introduced to the Customer by CCBD.

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994

“Secured” Succeeded in obtaining the service from CCBD Group and succeeded in relationships being created or obtaining new business opportunities to price with third party Clients/Main Contractors/Developers/Local Authorities.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions.

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract.

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Contract

2.1 The Contract constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the contract.

2.2 The offer comprised in the quotation shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Contract countersigned by the Supplier within 7 days of the date of the Contract.

2.3 CCBD Group will take acceptance of the Contract by the customer when the customer signs and returns the contract to CCBD Group. CCBD Group will also take acceptance of the contract if the customer provides written confirmation to proceed with the contract on letter, email, or message. If the customer makes payment to CCBD Group for the services outlined in the contract but does not sign the contract, CCBD Group will also take this as acceptance to proceed with the services outlined in the contract and for the duration of the term outlined in the contract.

3. Services

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3.1 In consideration of the Customer's Contract to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Contract.

3.2 We will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material aspects. We can make any changes to the Services which are necessary to comply with any applicable Law or Safety requirement and we will notify you if this is necessary.

3.3 We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation.

3.4 We cannot guarantee a specific number of opportunities to tender for jobs with external contractors but will advance the relevant Customer for any applicable job that is received by CCBD Group that is within the Customers skills and expertise.

3.5 All of these Terms and Conditions apply to the supply of any goods as well as services unless we specify otherwise.

3.6 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

3.7 This Contract and terms is for CCBD Groups business development service only. Additional services through the group to our partner companies/partner consultants such as Consultancy, Digital marketing, Tender Pricing, Architectural & Design, Health & Safety, Logistics will be recommended to you the customer upon requirement and your details passed to the relevant partner to provide the service required. Each partner will provide their own contract and terms which will stand between you the customer and them directly and not CCBD Group unless CCBD Group state otherwise and include CCBD Group in the process of the separate contract and terms.

4. Customer Obligations

4.1 You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to all relevant information, materials, properties and any other matters which we need to provide the services.

4.1.1 If you do not comply with clause 4.1, we can terminate the services with immediate effect.

4.2 We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section ("**customer obligation**").

4.3 Tenders received past the tender return dates will not be submitted and it is acknowledged by you that liability is held with you.

4.4 It is the obligation of the customer to communicate and correspond with CCBD Group to ensure information of the customers company is correct throughout the term of the contract. It is also the duty of the customer to inform CCBD Group if they will be pricing or won't be pricing work which is sent to the customer on behalf of Main Contractors, Developers, Local Authorities etc. The customer needs to inform CCBD Group of this via email to the projects team or their account manager.

5. Term

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5.1 The Contract shall take effect on the date specified in the Contract and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 5.2 or terminated in accordance with the terms and conditions of the Contract.

5.2 The Customer must give 10 working days' notice prior to the contract expiry date to extend the Contract for a period of up to 12 months or file a complaint. The terms and conditions of the Contract shall apply throughout any extended term and complaints received after the initial contract expiry date will be invalid as the contract will no longer stand. In line with GDPR and our codes of best practice, expired client's information, contract, money back guarantee and contact details are removed from CCBD Group records upon the contract expiring.

5.3 Customers may benefit from renewal discounts to renew their service with CCBD Group. If the contract has expired and the customers records have been deleted then the lapsed customer who has delayed in renewing may be subject to the standard changers.

6. Charges, Payment and Recovery of Sums Due

6.1 The Charges for the Services shall be as set out in the quotation and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

6.3 The Supplier shall include and hold the payment method chosen by the customer (for collections of monthly payments as per the contract for the business development service). Both parties shall abide by this over the period of the contract. Any changes to payment methods it is the responsibility of the client make the supplier aware and update via email or phone.

6.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 7 days after receipt of the invoice.

6.5 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

6.6 If the Customer does not pay the invoice within 7 days of receipt a administration cost of £50.00 will be applied to the existing balance in addition to the charges incurred at clause 6.5

6.7 In addition to the charges, we can recover from you **(a)** reasonable incidental expenses including, but not limited to, traveling expenses, hotel costs, subsistence and any associated expenses, **(b)** the cost of services provided by third parties and required by us for the performance of the services and **(c)** the cost of any materials required for the provision of the services. If incidental expenses are anticipated, we will provide you with sufficient notice for you to agree to or decline these. If declined they may impact the provision of the services to you.

6.8 You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us.

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6.9 If you do not pay within the period set out above, we can suspend any further provision of the services which have been ordered by, or otherwise arranged with, you. Failure to make payment within the time frame given by CCBD Ltd will result in our debt recovery team enforcing action.

6.10 Receipts for payment will be issued by us only at your request.

6.11 All payments must be made in full by bank transfer to CCBD Group or via processing payment over the phone to CCBD Group. If CCBD Group have arranged for your payment to be split across a payment plan, then dates of payment will be given by CCBD Group or arranged with the client which will need to be adhered to. If you have a split payment plan but CCBD Group do not receive payment on the selected date agreed, CCBD Group will give a 3-day grace period for payment to be made. Failure to make payment after the 3 days grace period will result in the payment plan being made void and the full balance for services agreed with the client which will be outlined in the contract will then be owed to CCBD Group.

6.12 All payments to CCBD Group are non-refundable unless a money back guarantee has been authorised. The money back guarantee is in place for the security of the customer and will be executed if no relationships or projects are secured from CCBD Group by the customer and by the end of the contract term in line with section 3.3. By signing the contract, the customer understands that the money back guarantee and the contract is solely with CCBD Group for the services provided solely by CCBD Group and that it cannot be authorised until the duration of the service has been completed in line with section 3.3. Any correspondence regarding the money back guarantee must be registered as a complaint and comply with section 5.2 of the terms. Once registered, CCBD Group will compile a report of the service and the decision to authorise the money back guarantee will stand if the customer has not secured any new business opportunities from CCBD Group in the full contract term.

7. Cancellation and Amendment

7.1 We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 days from the date of the quotation, (unless the quotation has been withdrawn).

7.2 You acknowledge that you cannot cancel your order once you have accepted a tender from us to price. Any material used or accepted will be acknowledged as using the service by us.

7.3 If you want to amend any details of the services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.

7.4 If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond a party's control), we must make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

7.5 Once you have accepted the quotation for the relevant material and services, you acknowledge and waive your right to cancel the Contract for the fixed period outlined in the quotation.

8. Further work

8.1 The relationships made and projects that are sent are solely for the customer. You must not, without our prior written consent, assign or transfer the work to another contractor, person or company.

CCBD GROUP LTD

8.2 Any work undertaken by you with a person or company which conflicts with point 8.1 will incur a contract charge as per the original contract.

9. Termination

9.1 We can terminate the provision of the services immediately if you: **(a)** Commit a material breach of your obligations under these Terms and Conditions; or **(b)** Fail to make pay any amount due under the contract on the due date for payment; or **(c)** are or become or, in our reasonable opinion are about to become, the subject of a bankruptcy order or take advantage of any statutory provision for the relief of insolvent debtor; or **(d)** enter into a voluntary arrangement under part 1 of the insolvency Act 1986, or any other scheme or arrangement made with creditors; or **(e)** convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have a receiver, manager, administrator or receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para.14 of schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

10. Dispute Resolution

10.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

10.2 If the dispute cannot be resolved by the Parties within three months of the dispute arising, the dispute may by Contract between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by Contract between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

10.3 If the Parties fail to appoint a Mediator within three months or fail to enter into a written Contract resolving the dispute within three months of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

11. Intellectual Property

11.1 We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

12. Liability and Indemnity

12.1 Our liability under these Terms and conditions and in breach of statutory duty and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

12.2 The total amount of our liability is limited to the total amount of fees payable by you under the contract.

12.3 We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the services or the performance of any of our other obligations under these Terms and Conditions or the quotation for; (a) any indirect, special or consequential loss, damage, costs, or expenses or; (b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of

CCBD GROUP LTD

good will; loss of business reputation or good will; business interruption; or, other third party claims or (c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or (d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or (e) any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services or any goods supplied in the connection with the services.

12.4 We are not liable if you (the customer) are unsuccessful in winning work from the projects sent by CCBD Group to price as the ability to award the work remains with the Client/Main Contractor/Developer/Local Authority and not CCBD Group as CCBD Group is a third party working with the Client/Main Contractor/Developer/Local Authority to advance CCBD Group Subcontractor clients to price tenders based on their skills and expertise.

12.5 You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

12.6 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit our liability.

13. Data Protection

13.1 When supplying the services to the customer, the service provider may gain access to and/ or acquire the ability to transfer, store or process personal data of the employees of the customer.

13.2 The parties agree that where such processing of the personal data takes place, the customer shall be the data controller and the service provider shall be the data processor as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/ or re-enacted from time to time.

13.3 For the avoidance of doubt, personal data; processing, data controller; data processor and data subject shall have the same meaning as in the GDPR.

13.4 The service provider shall only process personal data to the extent reasonably required to enable it to supply the services as mentioned in these Terms and Conditions or as requested by and agreed with the customer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or for any third party's purposes.

13.5 The service provider shall not disclose personal data to any third parties other than employees, directors, agents' sub- contractors or advisors on a strict need to know basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/ or regulations.

13.6 The service provider shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the service provider on behalf of the customer.

13.7 Further information about the service providers approach to data protection are specified in its data protection policy which can be requested in writing or email for any enquiries or complaints regarding data privacy, you can contact at the following email address accounts@ccbusinessdevelopment.co.uk

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14. Circumstances beyond a party's control

14.1 Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results beyond the reasonable control of that party. Such causes include but are limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, and acts of war governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the services to be carried out under these terms and conditions.

15. General

15.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences, and permissions to enter and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

15.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written Contract of the Parties.

15.3 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

15.4 The Contract & Terms contains the whole Contract & Terms between the Parties and supersedes and replaces any prior written or oral Contracts, representations, or understandings between them. The Parties confirm that they have not entered the Contract based on any representation that is not expressly incorporated into the Contract & Terms. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

15.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

15.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

15.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute, or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

15.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

16. Law and Jurisdiction

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16.1 This Contract shall be governed by and interpreted according to the law in England and Wales and all disputes arising under the Contract (including non- contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

17. Customer Service

17.1 For any additional questions, you can contact CCBD Group by email or letter. Communication details outlined below in our details.

Registered Office: INNOVATION CENTRE, MAIDSTONE ROAD, CHATHAM, KENT, ME5 9FD.

Phone: 01634 968340

Email:

info@ccbuisinesdevelopment.co.uk for information or queries. Alternatively contact your account manager.

accounts@ccbuisinesdevelopment.co.uk for details on contracts, payments, and terms.

complaints@ccbuisinesdevelopment.co.uk for registering complaints, response within 7 days and resolution within 28 days.

Website: www.ccbuisinesdevelopment.co.uk