

Phase 2 — Decision Investigation

Terms & Refund Policy

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These terms set out what you receive from Phase 2 — Decision Investigation, when the investigation starts, when the fee is refundable, and how our materials are protected.

1. About these terms

These terms apply to Phase 2 — Decision Investigation (“the Investigation”), a fixed-fee service provided to business clients by Growth Catalyst Design Ltd (“we”, “us”). “You” means the organisation commissioning the Investigation.

Growth Catalyst Design Ltd is registered in England and Wales under company number 15754173, with its registered office at Unit 29 Highcroft Industrial Estate, Enterprise Road, Horndean, Waterlooville, PO8 0BT, United Kingdom. Decision Ownership Stabilisation™ is our methodology and brand. You accept these terms by ticking the confirmations at checkout and completing payment. We record those confirmations, with the time, against your payment. If we also sign an Engagement Agreement with you, it forms part of these terms, and if the two conflict, the Engagement Agreement applies.

2. The service

The Investigation examines one Approved Decision against the evidence and ends in one Formal Decision Continuity Determination. In these terms:

- **Approved Decision** means the one formally approved decision determined Eligible for Phase 2 Investigation at Phase 1.
- **Commencement Notice** means our written notice confirming Day 1 and Day 20 of the Investigation.
- **Working Day** means Monday to Friday, excluding public holidays in England.
- **Determination** means the Formal Decision Continuity Determination we issue at the end of the Investigation. It states one of three outcomes: Decision Continuity Established, Structural Divergence Established, or Determination Limited by Evidence.
- **Our Materials** means our methodology, Decision Ownership Stabilisation™, and every framework, questionnaire, intake form, template, controlled term, report structure, format and document we provide, including the structure and format of the Determination.

3. Business clients only

The Investigation is provided for business and professional purposes only. It is not offered as a consumer service. By completing payment, you confirm that you are acting for a business or professional purpose and that you are authorised to commission the Investigation for your organisation.

Because the service is for business clients, the statutory cancellation rights that apply to consumer contracts do not apply. Our cancellation and refund terms are in section 9.

4. Your confirmations at checkout

Before paying, you tick each of the following confirmations. Payment cannot start until all are ticked.

1. The decision to be investigated was determined Eligible for Phase 2 Investigation at Phase 1.
2. This engagement concerns that one approved decision only.
3. I understand the Investigation provides one Formal Decision Continuity Determination only, with no strategic, advisory, implementation, legal, financial or operational guidance.
4. I have read and accept these Terms & Refund Policy, including the cancellation charges in section 9 and the confidentiality and intellectual property obligations in section 11.
5. I am authorised to commission this Investigation on behalf of the organisation.

These confirmations form part of the agreement between us. If any of them is not true, do not proceed to payment.

5. Fees and payment

The fee is the fixed fee shown in full at secure checkout before you pay. No VAT is charged.

Payment is taken in full, in advance, through Stripe, our payment provider. We do not receive or store your card details. Stripe does not return its processing fee when a payment is refunded, so refunds under section 9 are made less that fee, unless section 9 says otherwise.

6. Commencement

The Investigation starts only when all of the following are complete and we have issued the Commencement Notice:

- payment has cleared;
- the Engagement Agreement and Mutual Non-Disclosure Agreement, where used, are signed;
- the Phase 2 intake has been submitted;
- read-only access to your repository has been granted; and
- interview availability has been confirmed.

If these conditions are not completed within 30 calendar days of payment for reasons within your control, we may close the engagement and treat it as a cancellation by you under section 9.

7. How the Investigation runs

We issue the Determination within 20 Working Days of Day 1. The Investigation includes review of the evidence through read-only access to your repository and up to five structured interviews.

If a delay within your control prevents work (for example, access or interviews not provided), the 20-Working-Day period pauses from our written notice of the delay and resumes when the delay ends. We will confirm the revised timetable in writing. If the pause lasts more than 30 calendar days, we may close the engagement and treat it as a cancellation by you under section 9.

8. What the Investigation is, and is not

The Investigation determines whether execution remained within the authority of the Approved Decision, based on the evidence examined. It is not an audit, an assurance engagement, a certification or a legal investigation. It does not judge whether the decision was right, assign blame, or provide strategic, advisory, implementation, legal, financial or operational guidance. No recommendations are included.

9. Cancellation and refunds

You may cancel by emailing hello@growthcatalystdesign.co.uk. The amount refunded depends on when you cancel. The charges below reflect the work performed and the costs incurred at each stage.

- **Before you submit the Phase 2 intake.** The fee is refunded, less the processing fee and a cancellation charge of 10% of the fee.
- **After you submit the intake, before the Commencement Notice.** The fee is refunded, less the processing fee and a cancellation charge of 25% of the fee, reflecting preparation work.
- **After Day 1.** A proportion of the fee is refunded for the Working Days not yet performed ($\text{fee} \times \text{days remaining} \div 20$), less the processing fee. We retain at least 25% of the fee.
- **After the Determination is issued.** No refund. The Investigation is complete.
- **If we cannot deliver.** If we cannot issue the Determination for a reason within our control, we refund the fee in full, with no deductions.
- **Outcome.** No refund is due because of the outcome of the Determination, including Determination Limited by Evidence.
- **Payment of refunds.** Refunds are made to the original payment method within 14 days of cancellation. Your bank or card provider may take further time to show the refund.

Nothing in this section limits any right that cannot lawfully be excluded.

10. Your responsibilities

You are responsible for providing information that is accurate, complete and relevant; for granting the access and interviews needed; and for ensuring that records in the repository are not altered, moved or deleted during the Investigation. You must be entitled to share everything you provide.

We are not responsible for a Determination that is affected by information or evidence that is materially incomplete, inaccurate, altered or withheld. You remain responsible for the decisions and actions you take after receiving the Determination.

11. Confidentiality and intellectual property

Your information. We treat everything you provide, and the Determination, as confidential. We do not disclose it to third parties except where the law requires it or you have authorised it.

Our Materials. All rights in Our Materials, including Decision Ownership Stabilisation™, belong to Growth Catalyst Design Ltd. Commissioning the Investigation does not transfer ownership of any of them to you.

Permitted use. You may use the Determination for your own internal business purposes and share it, in confidence, with your directors, owners, auditors, insurers, regulators and professional advisers.

You must not, and must ensure your personnel do not:

- copy, publish, display, distribute, share, sell or disclose Our Materials to any other party, except as permitted above;
- use Our Materials to create, develop or deliver a similar method, product or service;
- upload Our Materials to any publicly available artificial intelligence tool or external platform; or
- present the Determination as an audit, an assurance opinion or a certification, or as evidence that any person or body acted without authority.

Duration. These obligations apply from the moment you accept these terms. They continue to apply if the engagement is cancelled at any stage, closed or completed, and they do not expire.

Exceptions. These obligations do not apply to information that is or becomes public other than through your breach, or that you are required by law or a regulator to disclose; where lawful, you will tell us before any such disclosure.

Breach. A breach of this section may cause us loss that money alone cannot remedy. We may seek any remedy available at law, including an injunction.

12. Data protection

Please provide personal data only where it is needed for the Investigation. Where you do, you confirm you are entitled to share it with us. We handle personal data in accordance with our Privacy Policy at growthcatalystdesign.co.uk and the Engagement Agreement. Payments are processed by Stripe under its own terms and privacy notice.

13. Limitation of liability

We will perform the Investigation with reasonable care and skill. We do not guarantee any particular outcome.

To the fullest extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, loss of business opportunity, or loss arising from decisions you take after receiving the Determination. Our total liability arising from the Investigation will not exceed the fee you paid for it.

Nothing in these terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud or for death or personal injury caused by negligence.

14. Changes, governing law and contact

We may update these terms. The version in force at the time of your payment applies to your purchase. This is version 1.0, dated October 2026.

These terms are governed by the laws of England and Wales, and the courts of England and Wales have jurisdiction over any dispute arising from them.

For questions about these terms or the Investigation, contact Growth Catalyst Design Ltd at hello@growthcatalystdesign.co.uk or growthcatalystdesign.co.uk.