

New Leaf Terms of Service

Contract Details	
Client:	
Services:	
Venue:	
	Venue will be arranged by:
Date(s):	
Fee (excluding VAT):	
Resource Costs (excluding VAT):	
Agreed Expenses (excluding VAT):	
Special Terms:	

Meanings

- 1) In these terms, certain words and phrases start with upper-case letters or have a special meaning. The following meanings apply to those words and phrases:

Agreed Expenses means any expenses described in the “Agreed Expenses” section of the Contract Details, plus any other out-of-pocket expenses (for example, travel and subsistence expenses) validly incurred by New Leaf in the provision of the Services and agreed to by you, acting reasonably.

Contract Details means the agreed, completed version of the “Contract Details” section above, as amended from time to time in accordance with clause 5) below.

New Leaf means Becky Wright, trading as New Leaf.

Services means the services described in the Contract Details.

Unavoidable Costs means any amounts which, in support of providing the Services to you, New Leaf has already paid (or committed

to pay) to someone else, and cannot claim a refund for or get out of paying.

The total amount of any Unavoidable Costs may not exceed (and so will be capped at) the total amount of the Agreed Expenses and the agreed fee and resource costs set out in the Contract Details.

you, your

and similar expressions refer to the client named in the Contract Details.

- 2) Any words following “including”, “includes”, “for example”, “in particular” or any similar expression are just illustrative and do not change the meaning of the wider wording they are used in.

Contract Formation and Structure

- 3) These terms apply to New Leaf’s work for you and they become binding (and override any terms previously agreed) on the earliest of the following events:
 - a) your indication of acceptance, whether by email, signature, purchase order or any other means, of a completed set of Contract Details;
 - b) your receipt of any services from New Leaf;
 - c) New Leaf incurring or committing to any costs in order to provide services to you, with your express knowledge and approval; or
 - d) your payment of any invoice.
- 4) You expressly acknowledge and agree that any services agreed with you are expressly subject to these terms. Any purchase order, order confirmation or other form of acceptance by you of a set of Contract Details which tries to amend or replace these terms or the Contract Details:
 - a) will constitute valid acceptance of these terms; but
 - b) will not otherwise change or replace any of the provisions of the contract between you and New Leaf.
- 5) The Contract Details (but not any terms in the “Special Terms” section of the Contract Details) can be changed by express agreement in writing (including by email). Any changes to the Special Terms section or the rest of these terms is only valid if it is in writing (not including email) and signed on behalf of you and New Leaf.
- 6) Any terms in the “Special Terms” section of the Contract Details apply to these terms and (to the extent there is any conflict) take priority over the other terms set out here.

Services

- 7) New Leaf will provide the Services to you, on the date(s) and at the times and venue described in the Contract Details. If the Contract Details say that you are responsible for arranging the venue then you must do that and it must be suitable (in terms of, for example, temperature, cleanliness, facilities and size) for delivery of the Services; if

you fail to, then that will be treated as a cancellation by you in accordance with clause 12)c) below.

Clear and Fair Payment Terms

- 8) You will (subject to New Leaf validly invoicing you) pay (together with any VAT payable on these amounts):
 - a) half of the fee described in the Contract Details on (or within 5 days of) agreement of the Contract Details;
 - b) the remaining half of the fee described in the Contract Details within 30 days of being invoiced after provision of the Services (or, where the Services will be provided across multiple dates which are more than one week apart, after each date on which the Services have been provided);
 - c) any Agreed Expenses within 30 days of being invoiced for them; and
 - d) all resource costs described in the Contract Details within 30 days of being invoiced for them.
- 9) As a specialist provider using self-employed people to provide quality services, New Leaf depends on prompt payment. Prompt payment also helps New Leaf to keep its charges low for all clients. Therefore, if you pay any amount late, then:
 - a) New Leaf will immediately be entitled to impose a late payment administration fee of £50, which is payable on demand;
 - b) if payment is still not received within 3 working days of New Leaf notifying you that you are late to pay, you will also pay New Leaf interest on the late amount at an annual rate equal to the rate applied by the Late Payment of Commercial Debts (Interest) Act 1998 (which, at the time of writing, is 8% above the Bank of England base rate), for each day the payment is late (both before and after any judgement concerning that debt); and
 - c) New Leaf is entitled to suspend any further provision of the Services until payment is received. If this results in any Services not being provided on an agreed date, that will be treated as a cancellation by you in accordance with clause 12)c) below.

Cancellation and Rearrangement

- 10) Sometimes plans change. However, New Leaf's expertise is in demand and when any date is agreed with you it means that time, people and other resources are immediately committed to providing a quality service to you. Changes to agreed dates therefore create an opportunity cost and other challenges, which is why clauses 11) and 12) below apply, to provide a clear framework for any changes or cancellations. For extra clarity, the following clauses are also summarised in New Leaf's Cancellation and Changes Policy, which is appended to these terms (but which does not have any contractual effect).

- 11) If you want to rearrange any agreed date for the delivery of the Services and New Leaf can, acting reasonably, accommodate that change, then New Leaf may invoice you for and, if invoiced, you will pay to New Leaf within 30 days:
- a) an administration charge of £50 plus VAT;
 - b) any increased or additional costs payable by New Leaf to someone else as a result of the change of date (but New Leaf must do all it can (in legal terms, use best endeavours) to tell you about any such costs before you confirm the change of date); and
 - c) the second half of the fee payable as described in clause 8)b) above as if the Services had been delivered on the original date (but, to be clear, you will then not have to pay this amount a second time).
- 12) If you want to cancel any agreed Services then the amount you will need to pay in respect of that cancellation depends on how close to the agreed date(s) you cancel, as follows:
- a) if you cancel more than 90 days before the agreed date (or, where there are multiple dates, before the first of those dates), then you must pay New Leaf (within 30 days of being invoiced) an administration charge of £50 plus VAT and you are liable to New Leaf for any Unavoidable Costs incurred by New Leaf in respect of the cancelled Services as follows:
 - where any amounts already paid by you for the cancelled Services are enough to cover those Unavoidable Costs, New Leaf may deduct and keep the Unavoidable Costs amount from those amounts already paid by you, and will return the balance of the amounts already paid by you within 30 days; or
 - to the extent that any amounts already paid by you for the cancelled Services are not enough to cover those Unavoidable Costs, New Leaf may keep those amounts already paid by you and invoice you for the balance of the Unavoidable Costs amount, which you will pay within 30 days;
 - b) if you cancel less than 90 days but more than 60 days before the agreed date (or, where there are multiple dates, before the first of those dates), then you must pay New Leaf (within 30 days of being invoiced) an administration charge of £50 plus VAT, New Leaf is entitled to keep the first half of the fee for the Services referred to in clause 8)a) above and you will, if invoiced, also pay to New Leaf within 30 days any Unavoidable Costs incurred in respect of the cancelled Services (up to a maximum of the amount of the second half of the fee payable as described in clause 8)b) above); and
 - c) if you cancel less than 60 days before the agreed date (or, where there are multiple dates, before the first of those dates), then New Leaf is entitled to invoice you (and you will pay) as if the Services had been delivered in full.

Legal Matters

- 13) These terms do not exclude any liability which, by law, cannot be excluded or limited. Otherwise, the total liability which you or New Leaf may owe to each other under or in

respect of this contract, for any reason and on any basis, is limited to an amount equal to the total amounts payable by you to New Leaf.

- 14) You and any of your personnel who receive the Services are entitled to use any resources New Leaf provides as part of delivering the Services, so long as those resources are not used by you or your personnel for commercial gain (and so long as you and your personnel comply with any other use restrictions imposed by whoever owns the intellectual property rights in those resources). New Leaf may, with your permission, publicise the fact that you are a client. Apart from the above rights, neither you nor New Leaf grant each other any rights in any intellectual property.
- 15) Neither New Leaf nor you will do (or allow any employees, agents or contractors to do) anything which places the other in breach of the Bribery Act 2010 or any other applicable law.
- 16) New Leaf will not commit (and will take reasonable steps to ensure that nobody in its supply chain commits) any offence under the Modern Slavery Act 2015.
- 17) Provision of the Services does not entail New Leaf acting as a processor of personal data on your behalf – to the extent that New Leaf needs to process any personal data to provide the Services, it will do so as a controller, in accordance with applicable law and New Leaf's [data protection policy](#). (The terms "controller", "personal data" and "controller" as used in this clause have the meanings given to them under applicable UK data protection law.)
- 18) Neither New Leaf nor you will assign or otherwise transfer this contract without the consent of the other. New Leaf can sub-contract its obligations under these terms, but if it does then New Leaf is still fully responsible for fulfilling its obligations.
- 19) If any part of these terms is found to be unenforceable as a matter of law, all other parts of these terms are unaffected and will remain in force.
- 20) English law applies to these terms, their subject matter and formation, and the English Courts have exclusive jurisdiction over any disputes arising about those things.

New Leaf Cancellation and Changes Policy

Introduction

This is a summary of how New Leaf's terms of business work when it comes to changes to or cancellations of services which you have already agreed to.

It's not a legal document and doesn't in any way change or override the terms of business which apply to New Leaf's work for you, but it's intended to help show how those terms work in practice.

Once dates are booked in, New Leaf starts to incur costs (and to turn away other bookings for those dates). New Leaf's overall approach to changes and cancellations is to strike a fair balance between:

- giving you flexibility; and
- making sure that New Leaf doesn't end up out of pocket due to changes or cancellations made by you.

Different rules depend on whether you're changing the agreed date(s) for New Leaf's provision of the services, or cancelling.

Changes

If you want to change any agreed date(s):

- New Leaf will act reasonably in trying to find a mutually agreeable alternative date (or set of dates). If, despite that, New Leaf can't accommodate alternatives which work for you, you still have the option to cancel instead, as set out below.
- If New Leaf can accommodate the change:
 - You'll pay an administration charge of £50 plus VAT. This is to cover New Leaf's time spent sorting out the change.
 - New Leaf might incur extra costs because of the change of date. If so, you need to cover those.

For example, the price of booking a venue may be higher for the rearranged date(s) than the original date(s).
 - If you haven't yet paid the second half of New Leaf's charges for the services you're receiving, you still have to pay that at the time you would have had to pay it based on the original date(s). This is to protect New Leaf's cash flow. However, you won't then have to pay this again.

Cancellations

If you want to cancel any agreed date(s) then what happens depends on how much advance notice you give, as follows:

- If you cancel more than 90 days in advance, you only have to cover an administration charge of £50 plus VAT (to cover New Leaf's time spent sorting out the cancellation) and any extra costs which New Leaf has paid (or committed to pay) to someone else in respect of the services for you (e.g. amounts paid to

contractors or venues) – these are called “Unavoidable Costs” in the terms of business. To the extent that New Leaf can get those amounts refunded, or (for payments committed to but not yet paid) can get out of paying them, then you don’t need to cover them.

Because you pay half of the agreed charges up-front, that may be enough to cover these Unavoidable Costs (in which case New Leaf will keep the amount of the Unavoidable Costs and refund you the difference, if any); where that up-front payment isn’t enough to cover the Unavoidable Costs, New Leaf will keep that up-front payment and invoice you for only the excess.

- If you cancel between 90 and 60 days in advance, you pay an administration charge of £50 plus VAT, New Leaf keeps the up-front payment and you have to cover any Unavoidable Costs as described above (but without those Unavoidable Costs coming out of the up-front payment – in other words, they’re always invoiced in addition). You’ll never pay more than the original agreed charges, though.
- If you cancel less than 60 days in advance then you still have to pay the full agreed amount.