

Open Book by New Leaf Health - Online training terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into for the provision of the training services of the Provider shall be governed by these Terms and Conditions, and the Provider will ask for the expressed agreement of the Client to these Terms and Conditions before providing any such services to the Client.

In these Terms and Conditions, words and phrases with special meanings are indicated by initial capital letters. Details of those words and phrases are set out in Section 18 of the main body of these Terms and Conditions.

1. Order process

- 1.1 The advertising of the Services on the website of the Provider and through any Third Party Services constitutes an "invitation to treat" rather than a contractual offer.
- 1.2 No contract for the supply of the Services will come into force between the Provider and the Client unless and until the procedure set out in this Section 1 has been completed (the date of such completion being the "Effective Date").
- 1.3 To enter into a contract for the supply of Open Book Services, the following steps must be taken: Step one - Open Book will offer the courses including: fees, dates, times and the designated instructor. Step two - The client accepts the terms and pays the fees. Step three - Open Book sends a confirmation email with details of the course and confirmation of the fees paid.
- 1.4 The Client will have the opportunity to identify and correct input errors prior to ordering.

2. Term

- 2.1 The Contract shall come into force upon the Effective Date.
- 2.2 The Contract shall continue in force until the end of the period in respect of which Charges have been paid by the Client to the Provider, subject to termination in accordance with Section 13 or any other provision of these Terms and Conditions.
- 2.3 Unless the parties expressly agree otherwise in writing, each Order Form shall create a distinct contract under these Terms and Conditions.

3. Services

- 3.1 The Provider shall provide the following Services and materials to the Client in accordance with these Terms and Conditions:
- (a) Training Services; and
 - (b) Downloads.
- 3.2 The Provider shall provide the Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

4. Training Services

- 4.1 The Provider shall provide the Training Services to the Client remotely and by means of one or more Third Party Services platforms.
- 4.2 The Provider shall provide the Training Services during Sessions commencing on the date(s) and at the time(s) specified in the timetable set out in the Order Form.
- 4.3 If the Provider wishes to reschedule a Session, then the Provider must give to the Client a written notice of rescheduling at least 24 hours before the Session is due to commence. In these circumstances, each party will use all reasonable endeavours to agree an alternative Session.
- 4.4 The Client may cancel a Session attendance by giving to the Provider at least 24 hours' written notice of cancellation.
- 4.5 If the Provider is unable to attend a Session by reason of personnel shortage or illness, then providing the Provider has used reasonable endeavours to engage alternative personnel and does not cancel more than 2 consecutive Sessions under this Section 4.5, the Provider may by written notice to the Client cancel the Session, in which case:
- (a) the Provider shall not be in breach of these Terms and Conditions or otherwise liable to the Client in respect of that cancellation; and
 - (b) the Client shall be released from any liability to pay Charges in respect of that Session, and shall be entitled to a refund of any Charges previously paid in respect of that Session.
- 4.6 The Provider shall ensure that all personnel involved in the provision of the Training Services:
- (a) have been interviewed by the Provider;
 - (b) have supplied proof of identity and satisfactory references to the Provider;

- (c) have been properly trained and are adequately experienced in the provision of the Training Services; and
- (d) hold all necessary qualifications and certifications required for their work in relation to the Training Services.

5. Hosted Services

- 5.1 The Provider shall supply or make available to the Client those Hosted Services specified in the Order Form; and the Provider may supply or make available to the Client additional Hosted Services at any time in its sole discretion.
- 5.2 The Provider may supply or make available the Hosted Services by means of Third Party Services, or by such other means as the Provider may determine acting reasonably.
- 5.3 The Provider shall use reasonable endeavours to supply or make available the Hosted Services in accordance with any timetable set out in the Order Form; to the extent that there is no such timetable, the Hosted Services may be supplied or made available at any time during the Term.
- 5.4 The Provider hereby grants to the Client a worldwide, non-exclusive licence to use the Hosted Services in accordance with any applicable Third Party Services terms and conditions during the Term only.
- 5.5 The licence granted by the Provider to the Client under Section 5.4 is subject to the following limitations:
 - (a) the Hosted Services may only be used by the Client and the officers, employees, agents and subcontractors of the Client;
 - (b) the Hosted Services may only be used by the named users identified in the Order Form, providing that the Client may change, add or remove a designated named user by agreement with the Provider; and
 - (c) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the Order Form, providing that the Client may add or remove concurrent user licences by agreement with the Provider.
- 5.6 The Client shall use reasonable endeavours to ensure that no unauthorised person may gain access to the Hosted Services using any access credentials of the Client.
- 5.7 The Client acknowledges that the availability of the Hosted Services is dependent upon Third Party Services, and that the Provider has no direct control over the availability of the Hosted Services; accordingly, the Provider does not guarantee 100% availability.

6. Downloads

- 6.1 The Provider shall supply or make available to the Client those Downloads specified in the Order Form; and the Provider may supply or make available to the Client additional Downloads at any time in its sole discretion.
- 6.2 The Provider may supply or make available the Downloads by means of Third Party Services, or by such other means as the Provider may determine acting reasonably.
- 6.3 The Provider shall supply or make available the Downloads in accordance with any timetable set out in the Order Form; to the extent that there is no such timetable, the Downloads may be supplied or made available at any time.
- 6.4 Subject to the payment of the applicable Charges by the Client and the compliance of the Client with the other provisions of these Terms and Conditions, the Provider grants to the Client a worldwide, non-exclusive and non-transferable licence from the date of supply or making available of Downloads to:
- (a) download a copy of each of the Downloads;
 - (b) store and view a copy of each of the Downloads on a desktop computer, notebook computer or smartphone; and
 - (c) print a copy of each of the Downloads solely for *[purpose]*.
- 6.5 The Client must not:
- (a) publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute the Downloads or any part of the Downloads;
 - (b) edit, modify, adapt or alter the Downloads or any part of the Downloads;
 - (c) use the Downloads or any part of the Downloads in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
 - (d) use the Downloads or any part of the Downloads to compete with the Provider, whether directly or indirectly; or
 - (e) use the Downloads or any part of the Downloads for a commercial purpose.
- 6.6 The Client must retain, and must not delete, obscure or remove, any and all copyright notices and other proprietary notices in the Downloads.
- 6.7 The Client acknowledges that the Downloads may be protected by digital rights management technology and that the Provider may use that technology to enforce the provisions of these Terms and Conditions.

- 6.8 The Provider warrants to the Client that the Downloads, when used by the Client in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 6.9 The licence set out in this Section 6 shall continue until the end of the Term (upon which it will automatically terminate).
- 6.10 Upon the termination of the licence under this Section 6, the Client must promptly:
- (a) irreversibly delete any digital copies of the Downloads in its possession or control (along with any copies created from such copies); and
 - (b) permanently destroy any paper or other physical copies of the Downloads in its possession or control (along with any copies created from such copies).

7. Client obligations

- 7.1 The Client warrants to the Provider that it meets the prerequisites specified in the Order Form.
- 7.2 The Client warrants to the Provider that all the information supplied by the Client to the Provider in relation to the Contract and the Services, is true, accurate, current, complete and non-misleading.
- 7.3 The Client must comply with Schedule 1 (Community Standards) when interacting with the Provider or any other person in relation to the Services (including interactions by means of the Third Party Services); and the Client must ensure that all persons acting on behalf of the Client comply with Schedule 1 (Community Standards) when interacting with the Provider or any other person in relation to the Services (including interactions by means of the Third Party Services).
- 7.4 Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Provider, or procure for the Provider, such:
- (a) co-operation, support and advice,
- as are reasonably necessary to enable the Provider to perform its obligations under the Contract.

8. Charges

- 8.1 The Client shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 8.2 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.

- 8.3 The Provider may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds the percentage increase, since the date of the most recent variation of the relevant element of the Charges (or, if no such variation has occurred, since the date of execution of the Contract), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

9. Payments

- 9.1 The Provider shall issue invoices for the Charges to the Client in advance of the period to which they relate.
- 9.2 The Client must pay the Charges to the Provider before the commencement of the corresponding Services.
- 9.3 The Client must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Client from time to time).
- 9.4 The Provider may suspend the provision of any or all of the Services if any amount due to be paid by the Client to the Provider under the Contract is overdue.

10. Distance contracts: cancellation right

- 10.1 This Section 10 applies if and only if the Client enters into the Contract with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Client's trade, business, craft or profession - where the Contract is a distance contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 10.2 The Client may withdraw an offer to enter into the Contract with the Provider at any time; and the Client may cancel the Contract entered into with the Provider at any time within the period:
- (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into,
- subject to Section 10.3. The Client does not have to give any reason for the withdrawal or cancellation.
- 10.3 The Client agrees that the Provider may begin the provision of services before the expiry of the period referred to in Section 10.2, and the Client acknowledges that, if the Provider does begin the provision of services before the end of that period, then:
- (a) if the services are fully performed, the Client will lose the right to cancel referred to in Section 10.2; and

- (b) if the services are partially performed at the time of cancellation, the Client must pay to the Provider an amount proportional to the services supplied or the Provider may deduct such amount from any refund due to the Client in accordance with this Section 10.

10.4 In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Section 10, the Client must inform the Provider of the Client's decision to withdraw or cancel (as the case may be). The Client may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Client may inform the Provider by email. To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

10.5 If the Client withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Section 10, the Client will receive a full refund of any amount the Client paid to the Provider in respect of the Contract, except as specified in this Section 10.

10.6 The Provider will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise. In any case, the Client will not incur any fees as a result of the refund.

10.7 The Provider will process the refund due to the Client as a result of a cancellation on the basis described in this Section 10 without undue delay and, in any case, within the period of 14 days after the day on which the Provider is informed of the cancellation.

10.8 Purchases made from REED.co.uk

Under this policy, you may cancel your purchase of the course within the period of 14 calendar days from the date on which the contract of purchase is concluded. This is called a "Cancellation Period". Note that if you redeem your voucher during the Cancellation Period, you expressly request us to begin providing the course materials and you acknowledge that you lose your right to cancel the purchase of the course and get any refund for it.

10.9 The Provider reserves the right to cancel the booked service should minimum numbers not be met. These numbers are as follows:

- 10 delegates minimum for 1-hour courses.
- 8 delegates minimum for longer courses (excluding MHFA Courses).
- 8 delegates minimum for MHFA Courses.

In the event that a service is cancelled, the Client will initially be offered a suitable alternative date for the same service (from those dates that are published and available on the website). If a mutually suitable date and time can't be decided upon, the Provider will offer the Client a full refund.

11. Warranties

11.1 The Client warrants to the Provider that it meets the prerequisites (including prerequisites relating to qualifications, certifications and experience) specified in the Order Form.

- 11.2 The Client warrants to the Provider that all the information supplied by the Client to the Provider in relation to the Contract and the Services, is true, accurate, current, complete and non-misleading.
- 11.3 The Provider warrants to the Client that:
- (a) the Provider has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
 - (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
 - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
- 11.4 The Client warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 11.5 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

12. Limitations and exclusions of liability

- 12.1 Nothing in these Terms and Conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.
- 12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these Terms and Conditions:
- (a) are subject to Section 12.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including

liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

- 12.3 The Provider will not be liable to the Client in respect of any losses arising out of a Force Majeure Event.
- 12.4 The Provider will not be liable to the Client in respect of any loss of profits or anticipated savings.
- 12.5 The Provider will not be liable to the Client in respect of any loss of revenue or income.
- 12.6 The Provider will not be liable to the Client in respect of any loss of business, contracts or opportunities.
- 12.7 The Provider will not be liable to the Client in respect of any loss or corruption of any data, database or software.
- 12.8 The Provider will not be liable to the Client in respect of any special, indirect or consequential loss or damage.
- 12.9 The aggregate liability of the Provider to the Client under the Contract shall not exceed the greater of:
 - (a) *[amount]*; and
 - (b) the total amount paid and payable by the Client to the Provider under the Contract.

13. Termination

- 13.1 Either party may terminate the Contract by giving to the other party at least 30 days' written notice of termination.
- 13.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
- 13.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
 - (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

13.4 The Provider may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Section 13.4.

14. Effects of termination

- 14.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Sections 6.4, 6.5, 6.6, 6.7, 6.9, 6.10, 12, 14, 17, 18 and 19.
- 14.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

15. Notices

- 15.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods:
- (a) sent by email to the relevant email address specified on the Order Form (in the case of notices to the Client) or on the website of the Provider (in the case of notices to the Provider), in which case the notice shall be deemed to be received upon receipt of the email by the recipient's email server; or
 - (b) in the case of notices to the Provider, sent using the contractual notice mechanism incorporated into the website of the Provider, in which case the notice shall be deemed to be received upon dispatch,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

16. Subcontracting

16.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract, providing that the Provider must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

17. General

17.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

17.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

17.3 The Provider may vary the Contract by giving to the Client at least 30 days' written notice of the variation. Subject to this, the Contract may only be varied by a written document signed by or on behalf of each of the parties.

17.4 The Client hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of the Provider from time to time, providing that, if the Client is a consumer, such action does not serve to reduce the guarantees benefiting the Client under the Contract. Save to the extent expressly permitted by applicable law, the Client must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.

17.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

17.6 The main body of these Terms and Conditions, Schedule 1 (Community Standards) and the Order Form shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

- 17.7 The Contract shall be governed by and construed in accordance with English law.
- 17.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

18. Definitions

- 18.1 In these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means:

- (a) the amounts specified in REFERENCE TARGET REMOVED and elsewhere in these Terms and Conditions;

"Client" means the person or entity identified as such in the Order Form;

"Contract" means a particular contract made under these Terms and Conditions between the Provider and the Client;

"Downloads" means those textual, graphical, audio and audio-visual works and materials that the Provider supplies or makes available to the Client for download as part of the Services;

"Effective Date" means has the meaning given to it in Section 1.2;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means those on-demand hosted services that the Provider supplies or makes available to the Client as part of the Services;

"Order Form" means a written order form agreed by or on behalf of each of the parties;

"Provider" means New Leaf Health Ltd , a company incorporated in England and Wales (registration number 05684654) having its registered office at Mill House High Street Kinver DY7 6ER;

"Services" means any services that the Provider provides to the Client, or has an obligation to provide to the Client, under these Terms and Conditions;

"**Session**" means a particular appointment, occasion or session at which Teaching Services are or are to be provided by the Provider to the Client;

"**Teaching Services**" means online teaching, including teaching provided on a one-to-one and on a one-to-many basis, as more particularly specified in the Order Form or as agreed by the parties in writing from time to time;

"**Term**" means the term of the Contract, commencing in accordance with Section 2.1 and ending in accordance with Section 2.2;

"**Terms and Conditions**" means these terms and conditions, including any amendments to these terms and conditions from time to time; and

"**Third Party Services**" means any software or services provided by any third party that are to be used by the Provider and the Client in the course of the provision and receipt of the Services, as identified in the Order Form or notified by the Provider (acting reasonably) to the Client from time to time.

19. Interpretation

19.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

19.2 The Section headings do not affect the interpretation of these Terms and Conditions.

19.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

19.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (COMMUNITY STANDARDS)

1. Introduction

- 1.1 This community standards policy (the "**Policy**") sets out the rules governing:
- (a) the use of our services and any third party services used in connection with our services (the "**Services**"); and
 - (b) the communication, transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to *[identify provider]* (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

4. Graphic material

- 4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Monitoring

- 5.1 You acknowledge that we may actively monitor the Content and the use of the Services.

6. Data mining

6.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

7. Harmful software

7.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

7.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.



ORDER FORM

Client details

The Client is *[individual name]* of *[address]*.