

Terms & Conditions

Leafstory for Children

Leaf AI Ltd

Effective Date: January 2026

Version: 1.0

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

“Agreement” means the contract between the Supplier and the Customer comprising these Terms and Conditions, the Service Definition, and the Call-Off Contract.

“Authorised Users” means those employees, agents, contractors, carers, family members, and professionals of or associated with the Customer who are authorised to use the Service and contribute content where appropriate.

“Child” or “Young Person” means a child or young person for whom a life story record is created and maintained within the Service.

“Customer” means the organisation or entity purchasing the Service under a Call-Off Contract.

“Customer Data” means all data, information, content, memories, milestones, and life story materials provided by or on behalf of the Customer or generated through use of the Service.

“Data Protection Legislation” means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any successor or replacement legislation.

“Documentation” means user guides, support materials, and technical documentation relating to the Service.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered.

“Leafstory” or “Service” means the Leafstory for Children digital life story work platform provided by the Supplier as described in the Service Definition.

“Life Story Materials” means the memories, milestones, relationships, experiences, photographs, documents, and other content compiled within the Service to form a child’s life story record.

“Personal Data” has the meaning given in the Data Protection Legislation.

“Service Definition” means the document describing the features, functionality, and parameters of the Service.

“Special Category Data” has the meaning given in the Data Protection Legislation.

“Supplier” means Leaf AI Ltd, a company registered in the United Kingdom.

“Call-Off Contract” means the specific contract between the Supplier and Customer setting out service levels, charges, and other commercial terms.

1.2 Interpretation

References to statutes or statutory provisions include those statutes or provisions as amended, extended, or re-enacted. Headings are for convenience only and do not affect interpretation.

2. Scope and Application

2.1 These Terms and Conditions govern the provision and use of Leafstory for Children and apply to all Customers purchasing the Service.

2.2 The Agreement comprises:

- These Terms and Conditions
- The Service Definition
- The Call-Off Contract
- Any schedules, appendices, or referenced policies

2.3 In the event of conflict between documents, the order of precedence is: (1) Call-Off Contract, (2) Service Definition, (3) these Terms and Conditions.

2.4 The Service is designed for use within children's social care and related services to support therapeutic, relational, and reflective life story work with children and young people.

3. Service Provision

3.1 Service Description

The Supplier shall provide Leafstory for Children as a cloud-hosted Software as a Service (SaaS) solution in accordance with the Service Definition and Call-Off Contract. The Service enables children and young people, with appropriate adult support, to create and access a secure digital space for life story materials.

3.2 Service Purpose

The Service is intended to support children and young people to understand, develop, and retain their personal histories, identity, and experiences over time. It supports emotional wellbeing, identity development, transitions, and relationships with supporting adults.

3.3 Service Availability

The Supplier shall use reasonable endeavours to meet the service availability targets set out in the Call-Off Contract, subject to planned maintenance and circumstances beyond the Supplier's reasonable control.

3.4 Hosting and Data Residency

The Service is hosted on secure cloud infrastructure within UK-based data centres, ensuring data residency within the United Kingdom.

3.5 Updates and Enhancements

The Supplier manages all software updates, patches, security updates, and enhancements as part of the managed SaaS service. The Supplier shall provide notification of significant updates where practicable.

3.6 Service Constraints

The Customer acknowledges the service constraints set out in the Service Definition, including:

- Requirements for modern, supported devices and reliable internet connectivity
- Service performance dependency on customer connectivity and device environment
- Customisation limited to available configuration options
- Customer responsibility for consent, access boundaries, and safeguarding controls

4. Supplier Obligations

4.1 Service Delivery

The Supplier shall deliver the Service with reasonable skill and care in accordance with the Service Definition and Call-Off Contract.

4.2 Security and Data Protection

The Supplier shall maintain appropriate technical and organisational security measures to protect Customer Data, including:

- Encryption of data in transit and at rest
- Role-based access controls
- Secure authentication and access management
- Privacy-by-design principles
- Compliance with UK GDPR and Data Protection Act 2018

4.3 Data Processing

The Supplier shall process Personal Data only in accordance with documented instructions from the Customer and in compliance with Data Protection Legislation. The Supplier recognises that Life Story Materials may contain Personal Data and Special Category Data relating to children and families.

4.4 Business Continuity

The Supplier maintains data backup, restore, and disaster recovery arrangements appropriate to services handling Personal Data relating to children and families, including:

- Regular automated backups of Customer Data
- Secure, encrypted storage of backups
- Documented data restore procedures
- Business continuity and disaster recovery arrangements

4.5 Support

The Supplier shall provide support in accordance with the support arrangements set out in the Call-Off Contract, including incident management, logging, triage, and resolution.

5. Customer Obligations

5.1 Appropriate Use and Safeguarding

The Customer shall ensure that the Service is used appropriately within their organisational and safeguarding context, and in compliance with applicable laws, regulations, and professional standards relating to children's welfare.

5.2 User Management

The Customer is responsible for managing user access, credentials, and permissions for Authorised Users, ensuring appropriate access boundaries are maintained.

5.3 Consent and Lawful Processing

The Customer shall ensure that appropriate consent and lawful basis exists for the creation, storage, and sharing of Life Story Materials, and that content contributions are lawful and appropriate.

5.4 Content Contributions

The Customer is responsible for ensuring that contributions by Authorised Users are appropriate, accurate, and comply with organisational policies and safeguarding responsibilities. The Customer shall ensure appropriate supervision and guidance for content contributions.

5.5 Technical Requirements

The Customer shall maintain suitable devices and reliable internet connectivity for access to the Service.

5.6 Prohibited Uses

The Customer shall not use the Service:

- In any way that breaches any applicable law or regulation
- To transmit any unlawful, harmful, or offensive material
- To interfere with or disrupt the Service or servers or networks connected to the Service
- To attempt to gain unauthorised access to the Service or related systems
- In a manner that could bring harm or distress to children or young people

6. Pricing and Payment

6.1 Pricing Model

Leafstory for Children is provided on a subscription basis. Pricing is agreed at call-off stage and may be informed by factors including organisational size and type, number of children or accounts supported, nature of access required, and level of support needed.

6.2 Charges

The Customer shall pay the charges specified in the Call-Off Contract. All prices are exclusive of VAT unless otherwise stated. VAT shall be payable at the prevailing rate.

6.3 Payment Terms

Payment terms, invoicing arrangements, and billing schedules are agreed at call-off stage and documented in the Call-Off Contract in line with Crown Commercial Service requirements and public sector payment standards.

6.4 Optional Services

Optional services beyond the standard subscription, including enhanced onboarding, additional training, or structured content import, are scoped and priced separately and confirmed prior to contract award.

7. Intellectual Property Rights

7.1 Service IP

All Intellectual Property Rights in the Service, including the software, platform, and Documentation, belong to and remain vested in the Supplier or its licensors.

7.2 Customer Data and Life Story Materials

The Customer and the children and families represented in Life Story Materials retain all Intellectual Property Rights in Customer Data and Life Story Materials. The Customer grants the Supplier a licence to use, process, and store such materials solely for the purpose of providing the Service.

7.3 Licence Grant

The Supplier grants the Customer a non-exclusive, non-transferable licence to permit Authorised Users to use the Service during the term of the Agreement, subject to these Terms and Conditions.

7.4 Third Party Content

The Customer warrants that it has obtained all necessary rights, permissions, and consents for any third-party content uploaded to or stored within the Service.

8. Data Protection and Privacy

8.1 Data Controller and Processor

The Customer is the Data Controller and the Supplier is the Data Processor in respect of Personal Data processed under this Agreement.

8.2 Processing Instructions

The Supplier shall process Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data outside the UK, unless required to do so by law.

8.3 Security Measures

The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, costs of implementation, and the nature of the Personal Data, particularly recognising the sensitivity of data relating to children.

8.4 Data Breach Notification

The Supplier shall notify the Customer without undue delay upon becoming aware of a Personal Data breach affecting Customer Data.

8.5 Data Subject Rights

The Supplier shall assist the Customer in responding to requests from data subjects (including children, young people, and families) exercising their rights under Data Protection Legislation.

8.6 Children's Data

Both parties acknowledge the particular sensitivity and safeguarding considerations applicable to Personal Data relating to children and young people, and shall exercise particular care in handling such data.

9. Onboarding and Offboarding

9.1 Onboarding

The Supplier provides structured onboarding support to ensure safe and appropriate implementation in line with safeguarding and information governance requirements, which may include:

- Initial system configuration and organisational setup
- User and role configuration for professionals and administrative users
- Guidance on safe and appropriate use in child-focused contexts
- Guided onboarding sessions for administrators and key users
- Early-life support following go-live

Onboarding scope, responsibilities, and timescales are agreed prior to service commencement.

9.2 Training

Training and user support arrangements include guidance on safeguarding, confidentiality, and appropriate contribution boundaries, with access to user guidance and support materials.

9.3 Offboarding and Data Exit

Upon service exit, the Supplier shall:

- Provide export of Customer Data in agreed formats, enabling continued access to Life Story Materials

- Support planned transition to another system where required and within agreed scope
- Securely delete or purge Customer Data following confirmation, in line with legal and regulatory requirements
- Provide confirmation of data deletion or retention where applicable

10. Service Levels and Support

10.1 Service Level Targets

Service availability targets, incident management processes, support response times, and escalation procedures are defined in the Call-Off Contract.

10.2 Planned Maintenance

The Supplier shall schedule planned maintenance and software updates to minimise operational impact and provide advance notification where practicable.

10.3 Incident Management

The Supplier operates defined processes for unplanned service outages, including documented incident response and recovery procedures, with communication during significant service interruptions.

10.4 Post-Incident Reviews

Following significant incidents or outages, post-incident reviews are undertaken to identify lessons learned and inform service improvement.

11. Liability and Indemnity

11.1 Limitations of Liability

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

11.2 Service Purpose

The Customer acknowledges that the Service is a tool to support life story work and does not replace professional judgement, therapeutic intervention, or statutory safeguarding responsibilities. The Customer remains responsible for all decisions relating to child welfare and safeguarding.

11.3 Cap on Liability

Subject to clause 11.1, the Supplier's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total charges paid by the Customer in the 12 months preceding the event giving rise to the claim.

11.4 Excluded Losses

Subject to clause 11.1, neither party shall be liable for any indirect, consequential, or special loss or damage, including loss of profits, revenue, data, business opportunity, or goodwill.

11.5 Customer Indemnity

The Customer shall indemnify the Supplier against claims arising from: (a) breach of the Customer's obligations under this Agreement; (b) inappropriate or unlawful use of the Service; or (c) content uploaded to the Service that infringes third-party rights or applicable law.

12. Safeguarding and Child Protection

12.1 Safeguarding Responsibilities

The Customer retains full responsibility for safeguarding and child protection in relation to the use of the Service. This includes ensuring appropriate consent, access controls, supervision of content contributions, and compliance with statutory safeguarding duties.

12.2 Appropriate Content

The Customer shall ensure that all Life Story Materials are age-appropriate, accurate, and consistent with the child's welfare and best interests. Content that could cause harm or distress shall not be included.

12.3 Access and Sharing

The Customer shall maintain appropriate controls over who can access and contribute to each child's life story, ensuring that access is limited to those with a legitimate need and appropriate authority.

12.4 Reporting Concerns

If the Supplier becomes aware of any content or use of the Service that raises safeguarding concerns, the Supplier shall notify the Customer immediately. The Customer shall investigate and take appropriate action in accordance with their safeguarding procedures.

13. Confidentiality

13.1 Confidential Information

Each party shall keep confidential all information received from the other party that is marked as confidential or that should reasonably be considered confidential, including all Life Story Materials and information relating to children and families.

13.2 Exceptions

The obligation of confidentiality does not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) is lawfully received

from a third party without restriction; (c) is independently developed; or (d) is required to be disclosed by law or in the interests of child protection.

13.3 Survival

The obligations in this clause shall survive termination of the Agreement.

14. Term and Termination

14.1 Term

The Agreement commences on the date specified in the Call-Off Contract and continues for the initial term specified therein, unless terminated earlier in accordance with these Terms and Conditions.

14.2 Renewal

The Agreement may be renewed in accordance with the terms specified in the Call-Off Contract.

14.3 Termination for Cause

Either party may terminate the Agreement immediately by written notice if the other party: (a) commits a material breach that is not remedied within 30 days of written notice; (b) becomes insolvent or enters into administration, receivership, or liquidation; or (c) ceases to carry on business.

14.4 Termination for Safeguarding

Either party may terminate the Agreement immediately if continuing the Agreement would compromise child safeguarding or breach statutory child protection duties.

14.5 Termination for Convenience

Either party may terminate the Agreement for convenience by providing the notice period specified in the Call-Off Contract.

14.6 Effects of Termination

Upon termination, the Customer shall immediately cease using the Service, and the Supplier shall provide data exit support in accordance with clause 9.3. The Customer shall retain the right to access and export Life Story Materials for children and families under their care.

15. General Provisions

15.1 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, industrial action, epidemic, or failure of telecommunications or utility services.

15.2 Notices

Notices under this Agreement shall be in writing and delivered by hand, post, or email to the addresses specified in the Call-Off Contract.

15.3 Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, representations, and understandings relating to its subject matter.

15.4 Variation

No variation of the Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

15.5 Waiver

No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy.

15.6 Severability

If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.7 Assignment

The Customer may not assign, transfer, or sub-contract any of its rights or obligations under the Agreement without the prior written consent of the Supplier.

15.8 Third Party Rights

No person who is not a party to the Agreement shall have any right to enforce any of its terms.

15.9 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.