

Terms & Conditions

Leafnotes Ambient Scribe

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.

“AI-Assisted Drafting” means the artificial intelligence functionality within the Service that supports the drafting and structuring of content based on voice inputs and transcriptions.

“Ambient Capture” means the secure recording and transcription of professional discussions, assessments, visits, or other interactions using voice capture technology.

“Authorised Users” means those employees, agents, and contractors of the Customer who are authorised to use the Service.

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

“Customer Data” means all data, information, voice recordings, transcriptions, and content 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.

“Leafnotes Ambient Scribe” or “Service” means the AI-enabled ambient documentation and practice support service provided by the Supplier as described in the Service Definition.

“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 Leafnotes Ambient Scribe 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 by professionals undertaking assessments, visits and multi-agency work in social care and related services. The Service is capable of handling sensitive and Special Category Data.

3. Service Provision

3.1 Service Description

The Supplier shall provide Leafnotes Ambient Scribe as a cloud-hosted Software as a Service (SaaS) solution in accordance with the Service Definition and Call-Off Contract. The Service supports secure capture of voice notes and spoken assessments, which are converted into draft written outputs requiring professional review and approval.

3.2 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.

3.3 Hosting and Data Residency

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

3.4 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.

3.5 Service Constraints

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

- Requirements for modern smartphones and reliable internet connectivity
- Limitations of AI-assisted drafting functionality
- Configuration limitations within standard product capabilities
- User responsibility for reviewing voice-based drafting accuracy
- Voice capture quality may be affected by microphone quality, background noise, and recording environment

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. Where audio capture and transcription are used, the Supplier recognises that audio files and transcripts may constitute Personal Data and applies appropriate safeguards.

4.4 Business Continuity

The Supplier maintains data backup, restore, and disaster recovery arrangements appropriate to services handling sensitive and Special Category Data, 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

The Customer shall ensure that Authorised Users use the Service appropriately within their organisational and professional context, and in compliance with applicable laws and professional standards.

5.2 User Management

The Customer is responsible for managing local user access, credentials, and permissions for Authorised Users.

5.3 Review and Validation

The Customer acknowledges that all records created using AI-assisted drafting produce draft outputs only and must be reviewed, validated, and approved by a professional prior to final use. The Service does not assess risk, make safeguarding decisions, or replace professional judgement.

5.4 Information Governance

The Customer shall ensure compliance with applicable information governance, safeguarding, and confidentiality requirements when using the Service.

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

6. Pricing and Payment

6.1 Pricing Model

Leafnotes Ambient Scribe is provided on a subscription basis. Pricing is agreed at call-off stage and may be informed by factors including number and type of professional users, expected usage levels, organisational size, and governance requirements.

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 implementation support, 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, algorithms, and Documentation, belong to and remain vested in the Supplier or its licensors.

7.2 Customer Data

The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants the Supplier a licence to use, process, and store Customer Data 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.

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.

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 exercising their rights under Data Protection Legislation.

9. Onboarding and Offboarding

9.1 Onboarding

The Supplier provides structured onboarding support to ensure safe and appropriate implementation, which may include:

- Initial system configuration and account setup
- User and role configuration
- Guidance on appropriate use of ambient capture and AI-assisted drafting
- Guided onboarding sessions for administrators and professional 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, including access to user guidance and support materials, are provided to enable safe and effective use of the Service.

9.3 Offboarding and Data Exit

Upon service exit, the Supplier shall:

- Provide export of Customer Data in agreed formats
- 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 Limitations

The Customer acknowledges that the Service provides AI-assisted drafting that produces draft outputs only. The Service does not assess risk, make safeguarding decisions, or replace professional judgement. Responsibility for interpretation, decision-making, and action remains with the professional and their organisation.

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.

12. Confidentiality

12.1 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.

12.2 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.

12.3 Survival

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

13. Term and Termination

13.1 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.

13.2 Renewal

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

13.3 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.

13.4 Termination for Convenience

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

13.5 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.

14. General Provisions

14.1 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.

14.2 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.

14.3 Entire Agreement

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

14.4 Variation

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

14.5 Waiver

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

14.6 Severability

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

14.7 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.

14.8 Third Party Rights

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

14.9 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.