

# The Orchard and Coaching Contracts

## Online Terms for the Sale of Contract Templates and Orchard Legal Membership

Welcome to The Orchard contract templates and legal membership - we are so happy you have made the decision to get you and your business protected by buying one of our contract templates or joining our membership. It will help you get your business relationships off to the best possible start and put healthy foundations in place for you and your business.

**These terms and conditions will apply if you buy our products or services or if you use any free resources we may offer from time to time, so please read them carefully before you commit to buying our products or services or using our resources.**

**Please note that these terms and conditions have been drafted especially for 'The Orchard' in respect of our legal products and services. You do not have a licence to copy or use these terms for your own purposes and in any event they are specialist and will not be relevant to your circumstances or protect you and your business properly. If you would like to find terms and conditions or a customer contract for your own business, which are drafted to make sure you are fully covered:**

- **if you are a coach please just [click here](#) to identify and select the correct coaching contract template for your business; and**
- **for any other type of business or for details of our legal membership [click here](#) to book a free legal chat.**

These terms set out:

your legal rights and responsibilities;

our legal rights and responsibilities; and

certain key information required by law.

The intention is that they will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let us know if there are any clauses that you do not understand or that contradict your understanding of our products and services.

In these terms:

'We', 'us' or 'our' means Modern Law Limited, a limited company registered in England and Wales with company number 09699955 and with its registered office at Bittern House, Hill Furze, Pershore, Worcestershire WR10 2NE trading as 'The Orchard' and 'Coaching Contracts'; and

'You' or 'your' means the person buying or using our products, services and resources.

If you would like to speak to us about any aspect of these terms, please contact us by e-mail at [hello@coaching-contracts.uk](mailto:hello@coaching-contracts.uk)

### Agreed Terms

#### 1. Definitions and interpretation

1.1. In this agreement:

'Charges' means any sums payable to us for the provision of our products and services under this agreement.

'Confidential Information' of a party means any information in whatever form relating to that party's business, customers and suppliers which is not publicly available including any information specifically described as confidential and any other information which a reasonable recipient would in the circumstances regard as confidential.

'Data Protection Legislation' means

'the Deliverables' means the products and services to be supplied by us as selected by you on our Website and sales pages, including The Orchard legal membership.

'Intellectual Property Rights' mean all intellectual property rights, however arising and in whatever form, whether or not registered, including copyright, patents, trademarks, website marks, trade names, registered designs and any applications for the protection or registration of these rights.

'reasonable endeavours' means all the steps which a prudent and competent organisation would take to achieve an outcome as if the outcome was required for its own business bearing in mind all the circumstances and without exposing the organisation to disproportionate risk or expense.

'Website' means our sales pages and our websites at [www.the-orchard.uk](http://www.the-orchard.uk); [www.coaching-contracts.co.uk](http://www.coaching-contracts.co.uk), [www.lifecoachingcontracts.co.uk](http://www.lifecoachingcontracts.co.uk), [www.lifecoachingcontracts.com](http://www.lifecoachingcontracts.com); [www.healthcoachingcontracts.co.uk](http://www.healthcoachingcontracts.co.uk); [www.healthcoachingcontracts.com](http://www.healthcoachingcontracts.com); [www.businesscoachingcontracts.co.uk](http://www.businesscoachingcontracts.co.uk); [www.businesscoachingcontracts.com](http://www.businesscoachingcontracts.com).

## 2. Introduction

- 2.1. If you buy our products or services, you agree to be legally bound by these terms.
- 2.2. If you use any of our free resources (for example podcasts, workbooks, discovery sessions or any other resources we may offer free of charge from time to time) you also agree to be legally bound by these terms as appropriate, excluding the clauses relating to payment.
- 2.3. When buying any products or services or using any resources you also agree to be legally bound by:
  - 2.3.1. our Website terms of use and privacy policy;
  - 2.3.2. extra terms which may add to, or replace, some of these terms, for example any specific written contract between us;
  - 2.3.3. specific terms which apply to our services, for example service descriptions which may be set out on the webpage or sales page for that offering or in email correspondence between us. If you want to see these specific terms, please visit the relevant webpage for the offering, look at the services description we have sent you in an email or request it from us.

## 3. Ordering products and services

- 3.1. Below, we set out how a legally binding contract to buy products or services between you and us is made:
  - 3.1.1. You place an order either on our Website or sales page by clicking on the relevant payment link or we shall send you the payment link by email.
  - 3.1.2. When you place your order at the end of the online checkout process by clicking on the payment link on our Website, or by clicking on the payment link we send to you by email, we shall acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

- 3.1.3. When you place an order for products or services with us, this is when you offer to buy the products or services from us.
- 3.1.4. We may contact you to say that we do not accept your order, for example if we do not think our products or services are right for you or there has been a mistake in the pricing or description of the products or services.
- 3.1.5. We shall only accept your order when we confirm this to you by sending you a confirmation email or supply the product or service, whichever is the earlier. At this point:
  - 3.1.5.1. a legally binding contract will be in place between you and us, and
  - 3.1.5.2. we shall supply the product (if it has not been supplied already) or start to carry out the services as set out in the services description.
- 3.2. Any quotation given by us before you place an order for products or services is not a binding offer by us to supply such products or services. Any prices set out in a quotation or any marketing or promotional information remain valid for 14 days.
- 3.3. If you subscribe to our Legal Membership on a monthly basis, you must join for a minimum term of 12 months ('Minimum Term').

#### 4. Our obligations in outline

- 4.1. We shall provide the Deliverables in accordance with the relevant webpage or sales page for the product or service you have selected, any services description agreed between us in writing and the terms of this agreement.
- 4.2. When any timescales are stipulated for the supply of Deliverables (whether in this agreement or elsewhere):
  - 4.2.1. we shall use reasonable endeavours to comply with the timescales;
  - 4.2.2. the timescales will be treated as extended by the period of any delay caused by you or by any third party beyond our reasonable control;
  - 4.2.3. if a breach of clause 4.2.1 causes a timescale to be missed or makes it likely that a timescale could be missed we shall take steps to reduce as far as possible any further delay.

#### 5. Deliverables

- 5.1. The Deliverables will be provided by Natasha Minchella, one of our directors. Natasha qualified as a solicitor in 1998, is on the Roll of Solicitors and currently carries out consultancy work as a solicitor for other law firms. **However, we are not registered with the Solicitors Regulatory Authority, with the specific aim of providing services to our clients with less red tape and with more creative pricing options.** We shall only provide Deliverables that do not need to be carried out by a company which is registered with the Solicitors Regulatory Authority. These Deliverables will be provided by us as contracts and business advisers rather than solicitors. The main points for you to understand are that:
  - 5.1.1. you will not be able to complain to the Legal Ombudsman if you have a complaint about the Deliverables, although the usual protection for non-regulated services exists, for example your contractual rights under this agreement, statutory protection under the Unfair Contract Terms Act and Trading Standards;
  - 5.1.2. you will not have the benefit of 'legal privilege', although you will have the benefit of the contractual confidentiality obligations in clause 12 of this agreement;

- 5.1.3. we are not required to have the same level of insurance in place as we would if we were registered with the SRA, but we do have professional indemnity insurance at an appropriate level to cover our potential liability.
- 5.2. If at any time we consider it to be in your best interest to use regulated services for a piece of work we shall inform you.
- 5.3. In light of 5.1 and 5.2 above, you acknowledge that this agreement does not create a solicitor-client relationship.
- 5.4. **Deliverables – including contracts, legal documents and other documents and resources - are supplied to you for your own internal use in the ordinary course of business and may not be re-sold or otherwise made available to any third party, including giving them to your customers and contacts as a sample contract. This would be in breach of your legal obligations and we always take action to protect our Intellectual Property Rights.** You will be the Licensee of the Deliverables and more information regarding the ways in which you can use the Deliverables, and the limits on your licence, are set out in clause 11, Intellectual Property Rights.
- 5.5. We sell standard contract templates and other documents and resources for coaches and other entrepreneurs. Any bespoke amendments will be subject to Charges based on the time we spend carrying out the work at our standard rate of £160 per hour. We shall always let you know before we charge you for extra work.
- 5.6. We make every effort to provide you with the most accurate and up-to-date information. However because the law is constantly evolving we cannot guarantee the length of time the information on our Website and the content of the Deliverables will remain current and correct. We recommend that a legal adviser review your documents periodically to confirm they are still current and provide you with adequate protection. We are not obliged to inform you of any updates or changes to the law as they occur. If you remain a member of our legal membership, you will have access to documents as we update them.

## **6. Contract Templates**

- 6.1. Our contract templates are general framework documents. They have not been prepared specifically in relation to your business and do not constitute legal advice. It is always preferable to have a bespoke contract drafted for you and we recommend where you have any doubts or special circumstances that you instruct your own legal adviser to tailor our templates to fit your specific circumstances.
- 6.2. If you use our products and resources you acknowledge and accept that we do not provide you with an individual assessment of the suitability of our products and resources for your particular circumstances and it is your responsibility to decide whether our templates and other resources are suitable for you to use. If you have any doubts we recommend that you consult a legal adviser so that they can draft a bespoke contract for you.
- 6.3. To gain access to the contract template or membership you have purchased, you may be issued with a username and password, which you will receive during the purchase process. You must keep this information confidential and you must not disclose it to any third parties. You are responsible for any losses we suffer if you fail to meet these obligations and if we learn that you have shared your username and/or password with anyone we reserve the right to terminate your access to our products and services immediately and claim damages from you for any losses we have suffered. You agree to notify us immediately if you know or suspect there has been any unauthorized use of your username or password.

## **7. Charges and Payment**

- 7.1. Payment is required in full in advance for template legal documents.

7.2. **If you decide to withdraw from or cancel our products and services at any time for any reason (except in accordance with 14.1.2), you will still remain liable for the full cost of our products or services and you shall not be entitled to a refund.**

7.3. In view of our clear no-refund policy, we do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, without you seeking repayment from us first: you shall be in breach of this contract; you agree that you will owe us both the sum charged to us by our merchant service provider and a sum based on time spent at £100 per hour in dealing with your breach; and we reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

7.4. All sums are exclusive of VAT.

7.5. Where sums due under this agreement are not paid in full by the due date, we may, without limiting our other rights, charge interest on such sums at the statutory interest rate (as defined by the Late Payment of Commercial Debts (Interest) Act 1998). We shall also charge you an administration fee of £50 to cover the administrative costs of chasing payment.

7.6. Interest will:

7.6.1. accrue on a daily basis; and

7.6.2. apply from the due date for payment until actual payment in full, whether before or after judgment.

## **8. Performance standards**

8.1. We shall perform this agreement:

8.1.1. using the reasonable care and skill to be expected of a professional supplier of the Deliverables;

8.1.2. in accordance with the law; and

8.1.3. using personnel who are appropriately trained and experienced.

## **9. Warranties**

9.1. We warrant that:

9.1.1. we are lawfully entitled to supply the Deliverables; and

9.1.2. subject to your compliance with your obligations set out in clause 10 below, use of the Deliverables by you in accordance with the terms of this agreement will not infringe the Intellectual Property Rights of any third party; and

9.1.3. the Deliverables will conform substantially with their description.

9.2. All other representations, conditions, warranties or other terms which might have effect between you and us or be implied or incorporated into this agreement whether by statute, common law or otherwise, are excluded to the extent permitted by law.

## **10. Your Obligations**

10.1. You will:

10.1.1. provide us with reasonable and prompt co-operation to facilitate our performance of our obligations under this agreement in a timely and efficient manner, including the provision of any information we may request and ensure that such information is accurate in all material respects; and

- 10.1.2. ensure that you carefully read through and consider any draft documents we send to you to ensure they accurately reflect your business, processes and any commercial terms you may have agreed.
- 10.2. If you are in material breach of this agreement, we reserve the right to suspend or curtail the services as we see fit.

## **11. Intellectual Property Rights**

- 11.1. Except where expressly provided otherwise in this agreement, we and you shall each retain ownership of our own Intellectual Property Rights.
- 11.2. We shall retain copyright in all written material prepared for you and we hereby grant to you a royalty free licence to use the written material to obtain the benefit of our products or services on the terms of this agreement, revocable only in the event of a material breach by you of the terms of this agreement.
- 11.3. The licence granted to you under clause 11.2 is for your internal business use only. You may not use the Deliverables, including any template documents or contracts or other legal documents we draft for you, for any commercial use or for any use which makes you money or provides a benefit to any third party, other than the specific internal business use for which the document was created. As our Licensee you acknowledge that the content of our Deliverables has been developed by us using significant time and effort and it is a valuable asset of our business. **We take the infringement of our Intellectual Property Rights very seriously and we always take action to protect them. You may not modify, copy, reproduce, republish, upload, post, transmit, sell, market, create derivative works, exploit or distribute in any way (including electronically) the Deliverables except for the specific internal business use for which the document was created and licensed to you as this would be in breach of our Intellectual Property Rights.**

## **12. Confidential information**

- 12.1. If either party receives the other party's Confidential Information, it shall:
  - 12.1.1. not use it for any purpose other than performance of this agreement;
  - 12.1.2. keep it secret and protect it at least as well as it would protect its own Confidential Information;
  - 12.1.3. disclose it only to those of its employees, subcontractors and advisers who need to know the Confidential Information for the performance of this agreement;
  - 12.1.4. inform anyone to whom it discloses the Confidential Information that the information is confidential and take all reasonable steps to ensure that such recipients will comply with the terms of this agreement; and
  - 12.1.5. after delivery of the relevant products or services or upon termination of this agreement, cease to use altogether and return or (at the option of the other party) destroy or permanently erase all copies of the Confidential Information.
- 12.2. The obligations in clause 12.1 will not apply to Confidential Information which:
  - 12.2.1. has ceased to be confidential through no fault of either party;
  - 12.2.2. was already in the possession of the recipient before being disclosed by the other party as can be verified by the production of written evidence of such possession;
  - 12.2.3. has been lawfully received from a third party who did not acquire it in confidence; or
  - 12.2.4. is required to be disclosed by law, provided that the disclosing party shall take all reasonable steps to notify the other party in good time before such disclosure and gain assurances as to confidentiality from the body to whom the information is to be

disclosed and in the case of any disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act apply to the information disclosed.

12.3. Each party's duty of confidence shall continue after termination of this agreement.

### **13. Data protection**

13.1. Each party shall comply with the Data Protection Legislation.

13.2. Consistent with the requirements of the Data Protection Legislation we shall:-

13.2.1. act only on instructions from you in respect of any personal data processed;

13.2.2. have technical and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by us, appropriate to the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to personal data and the nature of the personal data;

13.2.3. take all reasonable steps to ensure the reliability of any of our staff who have access to personal data processed in connection with this agreement; and

13.2.4. not transmit the personal data to a country or territory outside of the European Economic Area without ensuring that such data is afforded adequate protection as required by the Data Protection Legislation.

### **14. Limitations and exclusions of liability**

14.1. Despite any other provisions of this agreement, neither party excludes or limits its liability for:

14.1.1. death or personal injury caused by its negligence or the negligence of its officers, employees, contractors or agents;

14.1.2. fraud or fraudulent misrepresentation;

14.1.3. breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or

14.1.4. any liability which may not be excluded by law.

14.2. Except as expressly set out in clause 14.1, neither party shall be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, whether direct or indirect, or for any indirect loss or consequential loss whatever and however caused (even if caused by that party's negligence and/or breach of contract and even if that party was advised that such loss would probably result).

14.3. We shall not be liable for any losses suffered by you following a breach of this agreement by us where such breach is caused by the failure of you to fulfil your obligations under clause 10.

14.4. Except as expressly set out in clause 14.1, each party's total liability for any claims, losses, damages or expenses whatever and however caused (even if caused by its negligence and/or breach of contract) shall be limited for each event or series of linked events to a maximum sum equal to the total Charges (excluding VAT) actually paid by you to us for the product or services giving rise to such liability.

14.5. This agreement is enforceable by us and by you and our successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

### **15. Termination**

15.1. Either party may terminate this agreement by written notice to the other party immediately if the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being remedied, such breach is not remedied within 30 days of a written

request to do so (such written request must expressly refer to the threat of termination in accordance with this clause).

- 15.2. Termination of this agreement will not affect any accrued rights or liabilities of either party or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.
- 15.3. Upon termination of this agreement for any reason we shall be entitled to invoice you (within a reasonable period of termination) any un-invoiced Charges.
- 15.4. If you decide to withdraw from or cancel our products and services at any time for any reason (except in accordance with 15.1), you shall still remain liable for the full cost of our products or services (including payment of membership subscriptions for the Minimum Term if you are a member of our Legal Membership) and you shall not be entitled to a refund for any products or services you paid for in advance.

## **16. Force Majeure**

Neither party will be liable for any delay or failure in performing its obligations under this agreement if caused by circumstances beyond its reasonable control (including, in the case of performance by a subcontractor, circumstances beyond the reasonable control of the subcontractor). Provided the party in default notifies the other party promptly in writing of the reasons for and likely duration of the failure or delay, then the performance of the parties' obligations shall be suspended during the period that the circumstances persist.

## **17. Assignment**

Neither party may assign this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

## **18. Variations and waiver**

- 18.1. No variation of this agreement is valid unless it is in writing and signed by or on behalf of each of the parties.
- 18.2. The failure to exercise, or delay in exercising, a right or remedy under this agreement shall not constitute a waiver of the right or remedy, or a waiver of any other rights or remedies.

## **19. Severance**

- 19.1. If any provision of this agreement (or part of one) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions shall remain in force.
- 19.2. If any invalid, unenforceable or illegal provisions would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties

## **20. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes any arrangements, understanding or previous agreement between the parties relating to the subject matter of this agreement.

## **21. Dispute Resolution**

- 21.1. If a dispute arises out of or in connection with this agreement the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 21.2. Clause 21.1 does not restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or to protect any Intellectual Property Rights or trade secrets whether by way of injunctive relief or otherwise.



21.3. In the event of a dispute between us, you agree not to engage in any conduct or communications, including on social media, designed to disparage Modern Law Limited or The Orchard or our Website, products and services.

**22. Adverse and derogatory comments**

The parties agree on behalf of themselves not to directly or indirectly, either orally, in writing, or on any social media platform, make any adverse or derogatory comments about the parties or officers or employees of the parties or to entice, encourage or request that any third party make any adverse or derogatory comments about the parties or officers or employees of the parties.

**23. Governing law and jurisdiction**

23.1. This agreement and any dispute arising out of or in connection with it is governed by the laws of England and Wales.

23.2. Each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.