

**Speak Programmes Terms and Conditions** 

#### 1. Definitions

- 1.1 In these Terms and Conditions, the following definitions apply:
- 1.2 "Coach" refers to Emily Lee who is teaching the Client at Speaking Voices
- 1.3 "Client" refers to yourself or your child who is receiving a Session / Sessions
- 1.4 "Session(s)" refers to the tuition given to the Client
- 1.5 "Programme" refers to the set amount of Sessions, the Client is going to book or has booked.

#### 2. General

- 2.1 The decision of a Client to request a Session from the Coach shall form acceptance of these terms and conditions
- 2.2 These terms and conditions relate to the Client and Coach.
- 2.3 If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these conditions to the extent that they are valid, legal and enforceable.

## 3. 1:1 Programmes and Payment

- 3.1 Payment of the Programme must be made before the Client's first Session.
- 3.2 The Client can choose to pay in full or via a split payment direct debit, whereby a monthly fee is taken from their account for the duration of the Programme.
- 3.3 If the Client is paying via direct debit for their Programme, they must pay for the whole duration of that Programme.
- 3.4 If the Client decides to quit the Programme before the Programme ends, no monies will be returned.
- 3.5 Once paid, the availability of a Session is at least one week in advance.
- 3.6 When purchasing a Programme, you can book your first Session with the Coach. This can be done via our online booking system, via email or telephone.
- 3.7 Programmes are divided into Basic, Advanced, Professional and Ultra.
- 3.8 If the Client purchases the Basic Programme, the Client has 2 weeks to book and use the Session with the Coach.
- 3.9 If the Client purchases the Advanced Programme, the Client has 3 Months to book and use all the Sessions with the Coach.
- 3.10 If the Client purchases the Professional Programme, the Client has 5 Months to book and use all the Sessions with the Coach.
- 3.11 If the Client purchases the Ultra Programme, the Client has 8 Months to book and use all the Sessions with the Coach.
- 3.12 If the Client wants to extend the period of time to complete their Programme, use this link here to get up to 3 months extra <a href="https://sales.speakingvoices.com/one-month-extension/">https://sales.speakingvoices.com/one-month-extension/</a>



#### 4. Online Sessions

- 4.1 All online Sessions between the Coach and Client will be via Zoom or equivalent online platforms.
- 4.2 One Session is for approximately 60 minutes.
- 4.3 The date and time of the first Session will be booked by the Client via the online booking system. A text and/or email confirmation will be sent to the Client.
- 4.4 Reminders for the Session will be sent via text and/or email up to the date of the Client's Session.
- 4.5 Any subsequent Sessions that the Client has can be booked on the online booking system.
- 4.6 It is the duty of the Client to book their subsequent Sessions using the online system. If there are any problems with the online booking system, this must be communicated to the Coach.

#### 5. Face To Face Sessions

- 5.1 These Sessions are only available to Londoners who live in Zone 1 6.
- 5.2 This fee will be calculated based upon the distance and time of travel.
- 5.3 Clients will pay online for the Programme.
- 5.4 Another way to pay is through a full payment bank transfer. The Client must pay the monies owed to the following details, account number 34874383 and sort code 04-03-33, payable to Speaking Voices.
- 5.5 The client must arrange the time and location for each of the Sessions for the Coach.
- 5.6 Fees are calculated according to the times stipulated in the Session agreed and no adjustment shall be made for time lost because of late arrival by the Client.
- 5.7 These face to face Sessions can be combined with online Sessions, however, no monies are returned when opting for an online Session when face to face Sessions have been paid.

## 6. Rearranging Sessions, Missed Sessions And Cancellations

- 6.1 If a Client wishes to cancel or rearrange a Session online or face to face, 48 hours need to be given in advance.
- 6.2 If the Client cancels within 48 hours, then the Session will be deducted and the Client will lose that Session that they have paid for and booked; unless it is an unforeseen circumstance and is agreed with the Coach otherwise.
- 6.3 No adjustments shall be made for time lost because of late arrival by the Client. 6.4 If the Client does not show up within 15 minutes of the allocated time slot, then the Session will be cancelled, and the Session will be counted.



- 6.5 If the Coach needs to cancel a Session, the Client will be informed and the Session will be rearranged to suit both the Coach and Client.
- 6.6 For any missed Sessions due to the Client going away on holiday or other circumstances, the Sessions will be added to the end of their programme.

#### 7. Materials

7.1 The workbook provided by the Coach to the Client will be given in advance of their first Session unless the Client books a Session before the 7-day period.

7.2 All materials given to the Client are for educational purposes and are not to be redistributed.

#### 8. Client Disclaimer

- 8.1 When the Client understands that when booking a Session(s), it is not a substitute for professional mental health care or medical care and the Session(s) are not intended to diagnose or cure any mental health or medical conditions.
- 8.2 When the Client understands that when booking a Session(s), the Session(s) do not provide a qualification and understands the Session(s) are not licensed by any UK body.
- 8.3 The Client accepts that the use of technology, through the telephone or online video platforms is not always 100% secure.
- 8.4 During the Session(s), the Client understands that all comments are ideas given are their own. Any advice given by the Coach is solely to aid the Client to achieve their goals and hereby understand that results are not guaranteed.
- 8.5 As well as this document, the Client has read the Privacy Policy and the Disclaimer and understands the necessary actions will be taken if Speaking Voices is required by law to provide personal information.
- 8.6 A Session may end with immediate effect by the Coach if the Coach notices any inappropriate behaviour by the Client or actual or potential conflict of interest.
- 8.7 It is the Client's responsibility to take action during the Session and in-between Sessions, to ensure that they see an improvement in their progress.
- 8.8 There may be tasks for the Client to complete in-between Sessions however the Client is not obliged to complete them.

# 9. Exchanges and Refunds

- 9.1 No exchanges for other Programmes are allowed.
- 9.2 No refunds are given.

#### 10. Discounts

10.1 Discounts are only given to email subscribers who have subscribed to my emails and via any social media channels. These can vary from seasonal discounts to the company's annual anniversary.



- 10.2 Discounts are given upon the company's discretion.
- 10.3 Only one coupon code can be redeemed per person.
- 10.4 The coupon code must be entered into the 'Have a coupon code?' field on the booking page for the discount to be deducted from the order.
- 10.5 The expiry time and date of discount will be stated on each promotion.

## 11. Data Protection and Confidentiality

- 11.1 All Sessions between the Coach and Client are confidential.
- 11.2 The Coach follows the General Data Protection Regulations (GDPR). All personal details are confidential and will be kept for the statutory of 7 years and disposed of once thereafter.
- 11.3 The Coach will not share or sell any details with any other person.
- 11.4 All personal information between the Client and the Coach at all times will be confidential.
- 11.5 Any misuse of the Coach's data above will face sanctions for breaching data protection.

#### 12. Law

- 12.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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