

Lipreading.me.uk
Terms and Conditions
September 2022

1. General

- a. These are the Terms and Conditions of Helen Barrow trading as Lipreading.me.uk.
- b. 'The Client' will be the individual, organisation, group, or business that has requested Services from Lipreading.me.uk.
- c. The 'Services' will include but are not limited to lipreading and hearing loss management classes, workshops, and support.
- d. The 'Fee' is the charge for the provision of the Services.

2. Current Services supplied.

- a. Lipreading and hearing loss management classes organised by Lipreading.me.uk.
- b. Lipreading and hearing loss management classes organised by other organisations.
- c. One to one classes, training, and support.
- d. Workshops for groups, organisations, and businesses.
- e. Workshops for groups, organisations and businesses organised by other organisations and businesses.
- f. Talks to community groups, not for profit organisations, and charities.

3. Delivery of Classes

- a. The provision of the Services will be in the form agreed and however Lipreading.me.uk consider the best means of delivery. Their decision will be final. The content may be varied at their discretion.
- b. Lipreading.me.uk classes require a minimum number of four attendees to be held or they may be cancelled. The optimum number will be eight attendees for an online class. Face to face events will be determined by the size of the venue and seating capacity.
- c. The classes will be delivered in blocks covering a set number of weeks with a different theme and new material each week. The specific number of weeks in a block will be determined prior to the start of the block (and where possible, in consultation with the attendees). The final decision is with Lipreading.me.uk.
- d. Clients normally attend on a set day each week.
- e. If essential, Clients can change the day of the week in a particular week as normally the classes will cover the same theme in a week. This is at the discretion of Lipreading.me.uk and in agreement with, where applicable, the hosting organisation.

- f. However, if this cannot be arranged that theme and material will be lost until that particular theme is repeated.
- g. Online classes will normally last an hour and in person one, one and a half hours, or two hours.

4. One to One Services

- a. The number and duration of one-to-one training sessions will be discussed and agreed at the outset. Lipreading.me.uk reserves the right to make any changes that in their professional opinion are necessary to achieve the agreed objectives.
- b. Once the Client has been advised of the programme, they will be told the Fee, payment method, and frequency of the sessions.
- c. The content of the sessions will be determined by Lipreading.me.uk, in discussion with the Client. The final content decision is with Lipreading.me.uk
- d. If the Client has any concerns or objections, then Lipreading.me.uk must be informed immediately so that these can be discussed.

5. Workshops

- a. These will be offered to individuals or groups including businesses to increase awareness and understanding of hearing loss and will normally be two to three hours long.
- b. The Client will be responsible for advertising the Workshop and ensuring that all participants have the requisite information to join the event, whether online or face to face.
- c. Brand guidelines for use of Lipreading.me.uk information, can be provided, on request, to assist with advertising.
- d. The content of the session will be discussed and agreed with the Client. The final content decision is with Lipreading.me.uk.

6. Classes organised by other organisations

Unless agreed otherwise the blocks of classes will continue on a rolling contract until ended by either party giving the other three months' notice in writing.

7. The Fee

- a. The current Fee for the classes per one hour session will be notified with the enrolment details. It must be paid in advance at the start of a block of classes for the whole block or pro rata for classes attended from the date of attendance to the end of the block. This Fee is subject to periodic review.
- b. For face-to-face classes, the Fee does not cover any room hire costs. The charge for this and how it will be paid will be discussed and agreed with participants prior to the start of a block of classes.
- c. For face-to-face classes, there is no provision of refreshments in the Fee.
- d. The Fee for one-to-one work and workshops will be agreed with the Client at the outset along with the method of payment.
- e. If an invoice is issued it must be paid before the workshop or other Services are started unless agreed otherwise.

- f. Payment of an invoice can be by bank transfer, PayPal or cash as agreed with the Client at the time.
- g. Any charges incurred by Lipreading.me.uk arising from the payment method used by the Client will be borne by the Client.
- h. If any invoice is not paid within 30 days interest at 8% above the Bank of England interest rate plus debt collection charges will be payable.

8. Social Events

- a. If Lipreading.me.uk arrange social events or a support group for Clients the Client will be asked for and must pay in advance, monies towards the cost of such events, activities, or groups. Unless such monies are paid as requested the Client will not be able to attend.
- b. The monies required will vary with the event, activity, or group. For a meal this may be a deposit as Lipreading.me.uk will usually have to book a table. For a theatre or similar the full cost of tickets must be paid. Monies could also include a pro-rata contribution for any venue hire costs.
- c. Such monies will be non-refundable if the Client does not attend where Lipreading.me.uk have already incurred a cost on their behalf.

9. Responsibilities of the Client

- a. The Client will provide Lipreading.me.uk with all the information requested. There must be full, honest, and complete disclosure.
- b. The Client must inform Lipreading.me.uk immediately of any medical condition or disability that may affect their ability to engage in the Services. If the Client is unsure if something is relevant, they must inform Lipreading.me.uk and let them be the judge if it is relevant.
- c. If the Client has any problems whatsoever with the Services provided these must be reported immediately to Lipreading.me.uk who will endeavour to assist.
- d. All Services will be in English, and the Client must have a good understanding of the English language. If English is not the first language of the Client, they must inform Lipreading.me.uk before enrolling in any class or for any Services.
- e. If the Client, is unsure of their level of English language both written and spoken, then they should contact Lipreading.me.uk in the first instance, to determine the suitability of the Services and any potential reasonable adjustments.

10. Cancellation/Postponement

- a. Lipreading.me.uk reserve the right to cancel classes if they learn there will be no more than four attendees.
- b. Lipreading.me.uk reserves the right to postpone any Service if they are unable to attend due to matters beyond their control.
- c. Postponed classes will be rescheduled, where possible, or a refund for the class will be given.
- d. If the Client wishes to postpone any class, workshop or one to one session they must give at least fourteen working days' notice where working days are Monday to Friday 9am to 5pm. Working days, does not include English Bank holidays.

- e. If less than fourteen working days' notice is given but more than five working days' notice, then half the Fee remains payable.
- f. If less than five working days' notice of cancellation or postponement is given the full Fee remains payable.
- g. If the parties agree a rolling contract for the provision of Services, this will continue until terminated by one party giving the other 28 days' notice of termination in writing.

11. Copyright and Trademark

- a. All written and other materials digital or otherwise supplied in connection with any Services provided by Lipreading.me.uk are subject to copyright. They must not be reproduced, copied in any way electronically or otherwise, passed to a third party, or used in any way not authorised.
- b. The materials will include but not be limited to lesson plans, notes, drawings, pictures, presentations, and any other resources associated with delivering lipreading and hearing loss management classes.
- c. Lipreading.me.uk will grant the Client a personal licence to use the materials for their own personal use and development. They must not be used in any way for commercial use by the Client or any third party.
- d. If any materials are found to have been used except as specified here by the Client or by a third party, then damages will be payable to Lipreading.me.uk by the Client.

12. Children over sixteen

- a. Lipreading.me.uk will provide Services to any child over sixteen but under 18 years with the written consent of a person of parental authority.
- b. For any child aged sixteen but under 18 years they must always be accompanied by a person with parental authority at all sessions.
- c. The Client is welcome to carry out a DBS check at their own cost on any persons carrying out Services on behalf of Lipreading.me.uk.
- d. Lipreading.me.uk must be informed by the Client if anyone attending Services could be classed as a vulnerable adult.

13. Confidentiality

Any information supplied by the Client to Lipreading.me.uk will be kept strictly confidential. The information will be used solely for the provision of the Services unless obligated to provide it by law, a court order or any governmental or regulatory authority.

14. General Data Protection Regulation (GDPR)

- a. Lipreading.me.uk will comply with UK GDPR and all other UK Data Protection legislation. They will provide a copy of their Privacy Notice on their website <https://www.lipreading.me.uk>.

- b. Lipreading.me.uk will only process data to the extent required to enable it to provide the Services and to comply with its legal obligations.
- c. Lipreading.me.uk may contact the Client in the future with details of similar services to be provided by them as allowed by UK GDPR. The Client will always be given the opportunity to unsubscribe from receiving any future communications.

15. Force Majeure

- a. Should Lipreading.me.uk be prevented, hindered or delayed from performing their obligations under these Terms and Conditions by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions) Lipreading.me.uk shall be relieved from performing their obligations and will not be in breach of any contract for Services or otherwise liable for any such failure or delay in the performance of such obligations.
- b. Lipreading.me.uk will not be liable for any claim for indirect, special, or consequential loss, damage, costs, expenses, or any loss of profits made by the Client or any third party.
- c. Nothing in these Terms and Conditions will limit or exclude liability for death or personal injury resulting from negligence or any liabilities that may not be excluded by law.

16. Complaints

Any complaints must be raised with Lipreading.me.uk by email to hello@lipreading.me.uk within fourteen working days of the incident that gave cause to the complaint. A Zoom meeting will be arranged to discuss the matter further if needed. The Client must understand that Lipreading.me.uk cannot accept complaints by telephone due to the possibility they will not be able to hear properly.

17. Severance

If one or more of these terms are found to be unlawful or otherwise unenforceable that provision will be deemed severed from the remainder of these Terms and Conditions which will remain valid and enforceable.

18. Third Parties

- a. Lipreading.me.uk reserves the right to use third-party service providers and other professionals for the provision of all or part of any Services. Lipreading.me.uk will however use all reasonable steps to avoid the need for this.

- b. Lipreading.me.uk may wish for any Services to be monitored by an individual in training or other tutors for the purposes of assessment for a qualification or CPD. The Client will be advised of this, but it will be assumed they have no objection unless they state otherwise.

19. Client as a Private Individual

- a. A Private Individual is anyone purchasing any workshops or classes from Lipreading.me.uk who is not in a business or organisation.
- b. All Services booked or ordered online by a Private Individual are subject to a 14-day cooling-off period during which the Client can cancel the order or agreement and receive a full refund.
- c. If the Client requires any services within the 14 days, they can still cancel but must pay the standard charge for the Services provided in that time.
- d. The liability of Lipreading.me.uk to the Client will be in accordance with the Consumer Rights Act 2015.
- e. Any one-to-one lip reading and/or hearing loss management sessions will be bespoke for that Client so they will not have the benefit of the right to cancellation set out above.

20. Applicable Law

The laws of England and Wales shall govern these Terms and Conditions.