

# **The Speakers' Toolkit – Terms of Business**

**AGREEMENT DATED**

**FOR SERVICES**

**TO BE PROVIDED BY**

**The Speakers' Toolkit**

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**THIS AGREEMENT** is dated

**BETWEEN:**

- (1) Jane Quinn of The Speakers' Toolkit ("Coach"); and
- (2) <<Name of Client>> of <<Address>> ("You" or "Your")

**1. Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Business"** means any business, trade, craft, or profession carried on by You or any other person/organisation;

**"Consumer"** means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to this Agreement means the client who receives or uses services from Us comprising one or more Sessions for the individual client's personal use and for purposes wholly or mainly outside the purposes of any Business;

**"Fee"** means the standard charge for each Session (including any necessary travelling time to the Premises);

**"We/Us/Our"** means Jane Quinn at The Speakers' Toolkit;

**"Online Service Platform"** means two-way live stream audio and/ or video technology including, but not limited to, Zoom, GoToMeeting, Skype for Business (part of Teams), and WebEx;

**"Regulations"** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**"Remote Session"** means a Session conducted over an Online Service Platform;

**"Session"** means any individual tuition, instruction, training, teaching, coaching or mentoring session of 60 minutes (or any other period that We agree on any occasion for one or more particular Sessions) that We provide for You in the Subject;

**"the Subject/s"** means the Public Speaking details of which are set out in the Schedule; and

**"the Premises"** means the address in the case of any Session that We have agreed to provide to You at that address, excluding any premises where a Remote Session takes place.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 "this Agreement" is a reference to this Agreement;
  - 1.2.2 a "Clause or sub-Clause" is a reference to a Clause or sub-Clause of this Agreement; and
  - 1.2.3 the Schedule is to the Schedule to this Agreement and it will form part of this Agreement
- 1.3 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

**2. Summary of some of your key rights:**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, You can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

You can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it;

if a price hasn't been agreed upfront, what You're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of Your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of Your key rights. It is not intended to replace the contract below, which you should read carefully.

**3. Booking, Timing and Cancellation of Sessions, and Consumer Rights**

- 3.1 Any time/date slot for a Session is subject to availability. We will advise You of any date/time that is available but We will not reserve or guarantee that particular time/date slot unless and until it becomes a firm booking as follows.
- 3.2 If You ask to book a Session or series of Sessions for any particular date/time slot/s, Your request will be Your offer to book that particular date/time. Whether We accept any requested booking will be at Our sole discretion. Our confirmation of Your requested booking will be Our acceptance of it but it will only become a firm booking if and when it becomes a binding contract in accordance with sub-Clause 3.3 below.

- 3.3 If and when We accept by phone, text message or email Your offer to book a particular Session or series of Sessions and You pay for it/them, there will from the date of payment (but not any sooner) be a binding contract between You and Us for the Session concerned, except as follows.
- 3.4 If We specifically agree in the case of any one or more particular Sessions to be booked that You may pay for each such particular Session at the beginning of the Session rather than paying for it at the time We accept a booking for it, there will be a binding contract for it from the time that We accept your offer to book it.
- 3.5 When You book any Sessions and pay Us in advance for them, We will be entitled to keep all of that payment as set out in sub-Clauses 3.7 or 3.8 below if You later cancel any such Session/s without giving Us such prior notice as is required by this Agreement to be given, as explained in the following paragraphs of this Clause 3.
- 3.6 If You arrive for any Session later than its scheduled start time, or if, when We arrive on time for a Session, You are not ready to start the Session, We will not extend the length of it beyond its scheduled finishing time unless We specifically agree to do so at the time when We or You arrive.
- 3.7 We may treat a Session that You have booked as cancelled by You without giving notice to Us if You arrive (or are not ready to start) more than 15 minutes after the scheduled start time of the Session or You tell Us at any time that You will be arriving more than 15 minutes after the scheduled start time, or You do not attend at all. If We treat the Session as cancelled in any such case, We may then (but We are not obliged to) give Your time/date slot for it to any other client wishing to book that time and date slot. We may decide to make a charge to You for that cancelled Session, and sub-Clause 3.8 below will then apply.
- 3.8 You may for any reason cancel a Session (whether or not it is part of a series) without charge if You give Us at least 48 hours prior notice. In that event: either We will refund to You the Fee You paid in advance for that Session or, if when You cancel You ask to rebook for a later substitute Session on a date which falls within the 2 week period after the date of the cancelled Session and We are able to and in Our reasonable discretion We decide to accept that requested substitute booking, We will instead keep the Fee as payment for the substitute Session.
- 3.8.1 Subject to Clause 3.14, if You do not give Us at least 48 hours prior notice of cancellation We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but that charge will be limited to the amount of the Fee paid for that Session. We will be entitled to deduct that charge for net financial loss from the Fee You paid in advance for the Session.
- 3.8.2 Subject to Clause 3.14, calculation of net financial loss will take account of any time for preparation for a Session incurred or saved by Us, any travel

time and/or cost incurred or saved by Us, and loss of the profit element of the Fee.

- 3.9 Subject to Clause 3.14, if, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You either miss or cancel a Session without giving Us at least 48 hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under Clause 3.8. If We agree to waive such a charge on one or more occasions, We will not be obliged to do so on any other occasion even if the circumstances are the same.
- 3.10 We may cancel a booked Session at any time in the following circumstances:
- 3.10.3 We are not available to provide that Session for You (and/or, if relevant, to travel to the Premises) on the date and at the time concerned; or
- 3.10.4 An event described in Clause 10 below occurs
- 3.10.5 We find that You are not a “Consumer” (as defined in Clause 1 above); or
- 3.10.6 We find that You are not aged 18 or over.
- 3.11 If We cancel a Session in such circumstances either We will refund to You in full the payment that You have made to Us for that Session or, if when We cancel You ask to rebook for a later substitute Session and in Our discretion We decide to accept that requested substitute booking, We will instead keep the Fee as payment for the substitute Session.
- 3.12 We will use all reasonable endeavours to start each Session at its scheduled start time, but the start may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 15 minutes, or, if at any time before or after You arrive for a Session We notify You that there will be a delay of at least that time, You may cancel the Session and We will refund to You in full the Fee paid for that Session unless We agree to any request from You to rebook that Session for another time/date in which case We will instead keep the Fee as payment for the substitute Session.
- 3.13 We may immediately terminate a Session if Your conduct is in Our reasonable opinion unacceptable, or if it amounts to Your breach of this Agreement. You will not be entitled to any refund for a Session started but not completed in such a case. If at that time further Sessions booked and paid for have yet to be taken, We may cancel any or all of them at the time of terminating the Session or within 48 hours after that termination, and in that case We will refund You the Fees for the remaining number of booked Sessions in the series which We cancel.
- 3.14 Where the contract We make with You is not made on the Premises, the Regulations give You the rights set out in this sub-Clause 3.14, and they will be in addition to the

rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Session during the 14 day period after We accept a booking for it, but if the booking includes any Session on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Session in that 14 day period and We do so, You may not cancel that requested Session and You must pay for it in accordance with Clause 4, and You may only cancel any other Session(s) covered by that booking. If You request that a booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-Clause 3.14, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Session(s) that We have provided that is covered by that booking.

#### **4. Fees and Payment**

- 4.1 You must pay the Fees for all Sessions that We fully and correctly provide to You.
- 4.2 If at any one time You pay for 3 or more Sessions in advance (whether or not as part of a longer series), We will discount the standard Fee by 10% for each of those Sessions.
- 4.3 The amount of standard Fee is subject to change from time to time but We will try to give You as much prior notice as possible of any such changes, and in any event not less than 4 weeks' notice. Any increase will only apply to bookings made after We notify You of the increase; it will not apply to any Sessions previously booked and paid for.
- 4.4 You may pay Us for Sessions using any of the following methods:
  - 4.4.1 cash; or
  - 4.4.2 electronic bank transfer.

#### **5. Eligibility to Require Provision of Sessions under this Agreement**

We will only make Sessions available to You where You are aged 18 or over and You are a "Consumer" (as defined in Clause 1 above), and Your signature of this Agreement will be deemed to be Your confirmation that You are aged 18 or over and that You will be a "Consumer" in connection with any request(s) by You for any Session.

#### **6. Our Commitment**

We agree to use Our reasonable skill and care in providing the sessions. It is not possible to determine at the outset how many Sessions You will require but, in order to get the balance right for You, We will try to be as flexible as possible as to how many Sessions You will need but We will not agree in any event to provide more than 2 hours of Sessions on any day or more than 4 hours of Sessions in any single week.

The following, amongst other matters are dealt with in the Schedule:

- 6.1 Our commitment, total Session time needed, and maximum Session time on any day/in any week;
- 6.2 attendance;
- 6.3 punctuality;
- 6.4 tasks for You to carry out between Sessions; and
- 6.5 records

## **7. Nature of the Coaching**

During a Session certain elements of the coaching may involve some physical contact e.g. in order to help You anchor your voice, subject to your consent. If you feel uncomfortable about this, You can bring someone with You to each Session or ask Us to conduct the Session in a different manner.

## **8. Health and Safety and Professional References**

- 8.1 We will not be responsible for care or safety of any minor at the Premises.
- 8.2 In the interests of Your well-being, You must inform Us before You attend any Session of any medical or other condition affecting You which might be or become relevant in relation to that Session.
- 8.3 If You do not tell Us before a Session of anything referred to in sub-Clause 8.2 that We then discover, We may, acting reasonably, decide not to provide that or the remainder of that Session or any other Sessions booked and to treat any such Sessions as cancelled by You without notice, in which case We may make a charge to You for that cancelled Session (or part of it) and sub-Clause 3.8 above will then apply.
- 8.4 We shall use reasonable endeavours to ensure Our Premises are Covid-secure including increased cleaning measures, maximizing ventilation, providing hand-washing facilities or hand sanitiser, using social distancing measures, and the use of face masks.
- 8.5 We will on request provide to You before You book any Sessions:
  - 8.5.1 At least two professional references as to Our training in and experience in the Subject; and
  - 8.5.2 Evidence of Our qualifications. We confirm that We hold the following academic and professional qualifications: BSc Management with German from Royal Holloway, University of London and Post-Graduate Diploma in Musical Theatre from the Royal Academy of Music, and We are members of the following professional body Equity.

## **9. Rules**

- 9.1 We do not permit You to:

- 9.1.1 smoke anywhere on the Premises;
  - 9.1.2 be accompanied at the Premises by any child; or
  - 9.1.3 bring any animals into the Premises with the exception of a guide dog. If You require the use of a guide dog, You should inform Us of that before You sign this Agreement;
- 9.2 You must not have any electronic device in a Session or record a Remote Session except as We agree may be used in or after that Session, e.g. a recording device used specifically to record a Session or part of it.
- 9.3 You must not make any copies of any books or other materials that are used in or in connection with any Session unless We agree in writing to copying of any specific book or materials (or part/s thereof) produced by Us.
- 9.4 If You do not comply with any of these requirements, We may cancel the Session without liability for any refund or other amount.

## **10. Events Beyond Our Reasonable Control**

- 10.1 We will not be liable for any failure or delay in performing Our obligations under this Agreement resulting from any cause beyond Our reasonable control.
- 10.2 If any event described under sub-Clause 10.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Sessions as necessary. You may, without liability to Us, cancel any Session(s) which do not take place due to that event, and We will refund in full the Fees that You have paid to Us for the cancelled Session(s).

## **11. Limitation of Liability**

- 11.1 Except for any legal responsibility that We cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protections of your personal information, We are not legally responsible for any:
- 11.1.1 losses that:
    - (a) were not foreseeable to You and Us when the contract was formed;
    - (b) that were not caused by any breach on Our part;
  - 11.1.2 businesses losses; and
  - 11.1.3 losses to non-consumers.



- 11.2 We provide all Sessions only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.3 Whilst We will use Our reasonable endeavours to ensure that You make satisfactory progress, results will depend on various factors, including, without limitation, number and frequency of Sessions, whether or not You adequately attempt or complete any tasks that We ask You to carry out before or after a Session, Your aptitude, attitude, previous experience, and existing knowledge and skills. Satisfactory progress cannot be guaranteed, and We make no warranty or representation that any particular result will be brought about as a result of You taking part in any Session(s).
- 11.4 If You bring any personal belongings on to the Premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us. We will not be responsible for any loss or damage to Your personal belongings caused by any other client, guest or visitor to the Premises even where You leave or store them in any place at the Premises that We suggest or ask You to use. We therefore advise You not to bring any valuable belongings to the Premises.
- 11.5 We do not undertake to keep the Premises, or Your or another's personal belongings or household effects at the Premises safe or secure. Loss of or damage to them will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us.
- 11.6 Nothing in this Agreement is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 11.7 Furthermore, if You are a Consumer, or You are a Consumer for the purposes of any other consumer protection legislation, nothing in this Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 11.7.4 the Consumer Rights Act 2015;
- 11.7.5 the Regulations;
- 11.7.6 the Consumer Protection Act 1987; or
- 11.7.7 any other consumer protection legislation,
- as that legislation is amended from time to time.
- 11.8 For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **12. Changes to Terms and Conditions of this Agreement**

We may from time to time change any terms and conditions of this Agreement without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

### **13. How We Use Your Personal Information (Data Protection)**

13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.

13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy available from Us at [www.thespeakerstoolkit.com](http://www.thespeakerstoolkit.com)

### **14. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in this Agreement for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

### **15. Faulty services**

15.1 Your legal rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

15.1.1 contact Us using the contact details; or

15.1.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

15.2 Please contact Us using the contact details, if you want:

15.2.3 Us to repeat the services;

15.2.4 a price reduction; or

15.2.5 a refund.

### **16. Information**

As required by the Regulations:

- 16.1 all of the information described in Clause 14; and
- 16.2 any other information which We give to You about any Sessions or Us and Our business which You take into account when deciding to make a booking or when making any other decision about Sessions,

will be part of the terms of Our contract with You as a Consumer.

## **17. Complaints**

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience and Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about any Session/s or any other complaint about Us, please raise the matter with Us by contacting Us by email [info@thespeakerstoolkit.com](mailto:info@thespeakerstoolkit.com)

## **18. No Waiver**

No failure or delay by Us or You in exercising any rights under this Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## **19. Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

## **20. Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

## **21. Law and Jurisdiction**

- 21.1 The Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 21.2 As a Consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces Your rights as a Consumer to rely on those provisions.
- 21.3 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

## SCHEDULE 1

### **Subject (see Clause 1.1 – Definitions)**

The Subject comprises the training in public speaking.

### **Miscellaneous (See Clause 6)**

**6.1 Our commitment, total Session time needed and maximum Session time on any day/in any week:**

We agree to conduct Sessions with You at the agreed times and days. It is not possible to determine at the outset how many Sessions You will require but, in order to get the balance right for You, We will try to be as flexible as possible as to how many Sessions You will need but We will not agree in any event to provide more than 2 hours of Sessions on any day or more than 4 hours of Sessions in any single week.

**6.2 Attendance:** If You are not available for a booked Session for any reason it is Your not Our responsibility to make up the missed Session and to book a substitute Session with Us.

**6.3 Punctuality:** We expect You to arrive/be ready for a Session at least 5 minutes before the scheduled start time of the Session to ensure that You are ready to start on time.

**6.4 Tasks for You to carry out between Sessions:** We may give You tasks to carry out after a Session, and, if so, You should complete it prior to the next Session. You should come to each Session prepared by completing any tasks that We give to You at the previous Session. This is more likely to result in progress in relation to the Subject. If You need to contact Us about such tasks between Sessions, We are usually contactable and able to provide help via email or telephone.

**6.5 Records:** You should provide and maintain a Session diary and this can be in the form of a notebook. You and We may make notes in it setting out any information useful or necessary to You when carrying out any tasks.

**6.6 Provision of items by You or Us:**

We are not responsible for obtaining or providing any equipment, materials or other items that You need for or in connection with any Session/s.

We will advise You at the first Session as to what You will need to obtain for yourself for or in connection with any Session/s.

We may make suggestions as to where any items that You need are likely to be available.

## **SCHEDULE 2**

### **1. Use of Online Service Platforms to access a Remote Session**

We offer Remote Sessions as an alternative that You can choose when You and/or the Coach cannot attend a Session in-person at the Premises for any reason.

We use technology which allows Us to provide the Sessions provided that You have the appropriate technology (see below) to receive the Remote Sessions. For this purpose, We use the Zoom cloud-based web conferencing platform ("Zoom") or other online services delivery methods.

Where We are to make any of the Remote Sessions available for You by means of an Online Service Platform, it will be on the following basis.

### **2. The technology that We will be responsible for providing**

We will subscribe to an Online Service Platform and will pay any necessary fees to an Online Service Platform to maintain that subscription. It will enable Us to act as "host" and to provide the Remote Sessions to You over the internet via an Online Service Platform.

To receive or participate in any of the Remote Sessions, You will need to join an online Session. You will not need to pay any fee or charge to use an Online Service Platform to join the Remote Session:

We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or any Online Service Platform app or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use an Online Service Platform.

### **3. The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in a Remote Session.

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Online Service Platform. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Sessions;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You or the Coach;
- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Sessions, external microphone and/or speakers as reasonably necessary; and

We are not a party to Your download and use of any Online Service Platform, and We will have no responsibility or liability to You in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of the Online Service Platform as the third party provider of the platform to You imposes on such download and use.

### **4. Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Remote Sessions. However, We may, if You request it, either before or during any Remote Session, and without charge, offer suggestions to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing except if Your Device or Your digital content is damaged in circumstances where We are liable in respect of that damage. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages Your device or other digital content belonging to You, We will either repair the damage or pay You appropriate compensation. Please note that We will not be liable under this provision if:

- 1.0.1 We have informed You of the problem and provided a free update designed to fix it, but You have not applied the update; or
- 1.0.2 The damage has been caused by Your own failure to follow Our instructions.

We will not be responsible or liable to You if You are unable to access any of the Remote Sessions due to any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Sessions that We have made available for You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your or Our internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You or We use or rely on; or
- (c) Failure of or defect in any Online Service Platform used by Us or You to make the Remote Sessions available to You; or
- (d) Your inability to access the Remote Sessions due to failure of or defects in Our Site.

**5. Your privacy and security on each occasion when the Remote Sessions are accessed**

Note that all Remote Sessions that You purchase will be accessible only to You as an individual private session.

Where any Remote Session that You access is two-way synchronous live stream audio and/or video technology (not a pre-recorded one way transmission), on the occasion You accessing it, it will also be made accessible to all others who choose to access it unless We specify that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless We specify that a particular two way session is only accessible to You, the following will apply to such a session:

- (a) When You sign in to an Online Service Platform, You should indicate Your first name only since Your name will be visible to Our other customers taking part;
- (b) You understand and are aware that there is a risk that other customers and other people may see and hear (via the Online Service Platform and Your Device) not only You but also Your space and its surroundings and other people in or near that space and its surroundings when You are participating in the Remote Session;

- (c) The space that You use should be free of others and it should be difficult to see or hear via the Online Delivery Service and Your Device any interactions between people who are in or near that space and its surroundings. For example, You might decide to use a private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information.
- (e) We cannot ensure privacy or confidentiality due to the nature of two way Remote Sessions involving Our other customers as well as You;
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any Remote Session in order to protect Your privacy and that of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

**6. Health and Safety**

Due to the nature of Remote Sessions, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session You fall ill, have an accident or experience any other problem.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by Jane Quinn trading as The Speakers' Toolkit

.....

DATE

.....

SIGNED by

Name of Client

.....

DATE

.....