

Terms and Conditions

These are the terms and conditions on which we will provide our Services and Events to you. Please read these terms and conditions carefully before you make your booking. These terms and conditions tell you who we are, how we will provide the services and Events, how you may cancel the Agreement, what to do if there is a problem and other important information.

PLEASE NOTE THE LIABILITY PROVISIONS AT CONDITION 10

1. Definitions

For the purposes of this Agreement, the following capitalised terms shall have the meanings ascribed to them, unless the context otherwise requires:

"Customer" means the person, firm or company who books and pays for an Event and is identified as the person responsible for enrolling Participant(s);

"Event" means any single or multi-session event offered on the website, including without limitation 8-week courses, one-day workshops, evening workshops, weekend retreats, introductory events, meal or social events, one-to-one sessions.

"Participant" means a person attending an Event and may include a Customer;

"Participant Agreement" means the agreement signed by each Participant before being allowed entry to an Event;

"Services" means the preparation, arranging and staging of Events (including all associated materials);

"Website": the website at www.thehearingcoach.co.uk and The Hearing Coach's social networking pages.

2. Agreement

- 2.1. Making a booking on The Hearing Coach website involves creating a legally binding contract (the "Agreement") between (1) the Customer, (2) the Participant(s) made under the same booking (referred to throughout the Agreement as "you" or "your") and (3) Lisa Caldwell t/a The Hearing Coach, whose address is c/o Allen Mills Howard & Co, Library Chambers, 48 Union Street, Hyde, Cheshire SK14 1ND (the "Organisation", "we" and "us"). By making the booking on behalf of one or more Participants you confirm that you are authorised to agree to these terms and conditions on behalf of each Participant.

- 2.2. We provide our events and services to you subject to this Agreement, so as always with a binding contract, you should read through it carefully before making a booking. We may make changes to the terms and conditions of this Agreement, but the latest version will always appear on this page. If you continue to use the Website or services after changes have been made, you will be considered to have accepted the changes to the Agreement between us.

3. Bookings

- 3.1. Each Event has a specific maximum capacity for the number of people that can attend.

- 3.2. The Customer is deemed to accept these terms upon booking upon an Event and is responsible for ensuring the accuracy of all details submitted on the booking form. These terms govern the booking for the Event to the exclusion of any terms and conditions of the Customer. The booking form incorporates these terms and constitutes a legally binding contract.

- 3.3. When you book an Event with us through our Website, the booking won't be confirmed until we send you an email confirmation, even if you've transferred money to us.

- 3.4. We will email your booking confirmation to the email address you provided during registration for the Event. If you have not received your confirmation within 48 hours of booking, please email us at lisa@thehearingcoach.co.uk. It is your responsibility to ensure that your email is set up to allow you to receive your confirmation, and we cannot accept any liability for any consequences of you not doing so. Please retain proof of your registration, as this and/or identification may be requested upon check-in for the Event.

- 3.5. Some courses may require the submission of a participant questionnaire after a booking is made. This will allow us to make the teacher aware of any issues that they need to be sensitive to during the course and to schedule a follow up call, if necessary. If for any reason, any information provided suggests that a Participant is not fit to attend the course, we reserve the right to cancel their booking and refund that Participant's booking fees in full to the Customer.
- 3.6. By booking for an Event, all Participants assume the responsibility of ensuring they are physically and psychologically fit to participate in the Event and that they have consulted with their doctor or psychologist as necessary. Neither the Organisation nor any of its staff or representatives will be making any judgment as to a Participant's fitness to participate in any Event. However, the Participant should inform the teacher or the Organisation (privately) of any personal concerns that may arise as the course progresses. In addition we may ask each Participant to complete a tinnitus-based questionnaire prior to and after each session of the Event. Where we ask for a pre-session questionnaire to be completed, the Participant must complete this and return it to us no later than 24 hours before the session is scheduled to begin. If the Participant fails to provide a completed questionnaire prior to a session as above we reserve the right to remove the Participant's access to that session. If for any reason the teacher finds it necessary to ask a Participant to leave/not attend a session or the event altogether, the Participant agrees to do so immediately.
- 3.7. Some of the activities undertaken in mindfulness courses are movement or floor-based and it is sometimes necessary to move light furniture around (e.g. chairs). It is always the responsibility of each Participant to make the decision about whether to take part in a specific activity. If there is any doubt, the decision should always be to exercise caution and we recommend that Participants consult a doctor or other health professional, if ever unsure whether any activity is safe for them to do.

4. Payment

Unless otherwise stated, all prices shown on the Website are inclusive of VAT and other applicable UK taxes. Bookings must be paid for immediately by PayPal or bank transfer. If we cannot accept your booking for any reason, we will process a full refund within seven days.

5. Cancellations or Changes to Bookings

5.1. Cancellation by the Organisation

In the case that the Event is cancelled prior to commencement by the Organisation, any advance paid fees will be refunded in full. However, we will not be able to compensate you for any other expenses you have incurred in connection with the Event.

5.2. Session Rescheduling by the Organisation

If an Event or one of the sessions making up an Event needs to be cancelled as a result of teacher absence or due to other unforeseeable circumstance, we will make all efforts to make up this class by adding a session at the end of the course at the same time and day, or by adding course time to previously scheduled sessions. If that is not possible, it may be necessary to reschedule it for an alternative day, time, and/or location. In this case, Participants will be responsible for any special arrangements required to attend the session. In any case, the Organisation and the course teacher reserve the right to engage a substitute teacher as necessary to ensure the continuity of the Event/course.

6. Cancellation by the Participant or Customer

- 6.1. If an Agreement is cancelled by a Participant or Customer less than 14 days prior to the Event or first session of an Event, or after an Event has begun, then
 - 6.1.1. where the Customer is not an individual, we are unable to offer any refunds or course transfers
 - 6.1.2. where the Customer IS an individual, then:
 - 6.1.2.1. if the Customer cancels within 14 days after the date of the booking, we will refund the full fee (minus a 10% administration fee); however if the Event is complete you cannot cancel, and if you cancel after the Event has started you must still pay us for the sessions provided up until the time you cancel; and
 - 6.1.2.2. if the Customer cancels after 14 days following the date of the booking, we are unable to offer any refunds or course transfers.
- 6.2. If an Agreement is cancelled by the Customer or a Participant more than 14 days before an Event or the first session of an Event, we will refund the full fee minus a 10% administration fee and any costs incurred by the Organisation in providing the Services. Alternatively, the full fee can be applied as a credit towards a future course, which must be booked in advance and is subject to availability.
- 6.3. You must send your cancellation or transfer request to us by email at lisa@thehearingcoach.co.uk

7. Attendance and Conduct

- 7.1. Please ensure you arrive on time for your Event. We welcome early arrival at our face-to-face classes but ask that you arrive no more than 15 minutes early for the sessions.
- 7.2. The Organisation reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the Event or to remove any such person after the commencement of the Event.

7.3. We also request, and by entering into this Agreement you agree, to ensure that you and all Participants attending an Event under a booking made by you comply with all health and safety, licensing, and other rules and regulations of the venue or applicable to the venue. It is your responsibility to familiarise yourself and all Participants with any rules and regulations that apply.

8. Confidentiality

8.1. We take the confidentiality of those who come to our Events and those who work for us very seriously. Instructors and staff members are under an obligation to keep any Participant information shared prior to and during the events completely confidential (except as otherwise required by law).

8.2. From time to time, Participants may share sensitive personal information during a group session. We expect all Participants to respect each other's confidentiality and treat any information shared in the course group as confidential. If it should come to our attention that information gained in this way about another Participant has been shared inappropriately or outside the group, this would be treated extremely seriously and may result in the Participant involved being asked to leave the Event.

9. Materials and Handouts

9.1. Unless stated otherwise, the first copy of the Event materials are included in the Event fees. If for any reason additional copies are requested, these will be made available at an additional cost.

9.2. Any recorded or written material included or presented as part of the Event is protected by intellectual property laws, including copyright laws and may not be used without obtaining prior written permission from the Organisation and the respective authors.

10. Liability

10.1. Neither the Organisation nor any of its staff or representatives provides medical advice. None of our Events are intended to provide a therapeutic environment or be a substitute for counselling, psychotherapy, or ongoing medical advice from a qualified medical practitioner and subject to the below, the Organisation excludes any liability relating to any statement or representation made in respect of the therapeutic, psychological or medical benefits of our services or Events. Any unresolved issues which may surface and which may warrant medical treatment, counselling or psychotherapy, will be at the Participant's own risk and expense.

10.2. Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.3. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

10.4. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- 10.4.1. use of, or inability to use, the Website; or
- 10.4.2. use of or reliance on any content displayed on the Website.

10.5. If you are a business, please note that in particular, we will not be liable for:

- 10.5.1. loss of profits, sales, business, or revenue;
- 10.5.2. business interruption;
- 10.5.3. loss of anticipated savings;
- 10.5.4. loss of business opportunity, goodwill or reputation; or
- 10.5.5. any indirect or consequential loss or damage.

10.6. Participants attend and participate in Events at their own risk. We accept no responsibility for any of the following:

- 10.6.1. in respect of any person prevented from entering a venue, or asked to leave due to their conduct;
- 10.6.2. costs or expenses whatsoever or howsoever arising out of or in connection with any Event;
- 10.6.3. loss or damage to personal property;
- 10.6.4. personal injury, except as set out above. Liability is specifically excluded in respect of any dietary, health or other special requirement of which we were not informed at the time of booking; and
- 10.6.5. loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or economic loss or any indirect or consequential loss or damage.

10.7. Subject only to condition 10.2, our total liability to you in respect of all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount received by the Organisation under the Agreement.

10.8. Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Events. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Events are suitable for your purposes.

10.9. Subject only to Condition 10.2, no claim may be brought more than six months after the last date on which the Event or session concerned has finished or ceased to be provided by us.

10.10. This Condition 10 shall survive cancellation or termination of the Agreement.

11. Force Majeure

The Organisation will not be liable for any failure or delay in the delivery of the Event which is caused by circumstances beyond its reasonable control, including but not limited to internet disruption, pandemic strike, lock-out, labour dispute, acts of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of either party or any third party, fire, flood, snow and storm, exceptional weather conditions, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

12. Complaints

12.1. If you have any cause for complaint or any feedback during the Event, we would like to hear from you, so that we can address the issue and improve our standards wherever possible. We will take any complaints seriously and aim to respond promptly, fairly and effectively.

12.2. If it is a matter related to the course material or instruction, we suggest you raise the issue with the course instructor in the first instance. If a matter is not resolved to your satisfaction, or if it relates to a matter outside of the course content, please contact the company directors at lisa@thehearingcoach.co.uk who will review your matter with all parties concerned and seek a satisfactory resolution.

13. Severability

If any provision of these Terms and Conditions is found by any court of competent jurisdiction to be unlawful, void or for any reason unenforceable then that provision shall be deemed amended to the minimal extent required to make such provision enforceable and the unenforceability of such provision shall not affect the validity and enforceability of the remaining terms.

In circumstances where a provision cannot be amended in order to become valid and enforceable, such provision shall, to that extent only, be severed from the remaining provisions of these Terms and Conditions, which shall continue to be valid to the fullest extent permitted by law.

14. Law and Jurisdiction

Please note that these Terms and Conditions are governed by English law. This means the Agreement 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) will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction in connection with any such dispute or claim.