

# **NW3 Speech Studio: Terms and conditions for the supply of services**

## **OUR TERMS**

### **1. DEFINITIONS**

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) Event Outside Our Control: is defined in clause 8.2;
  - (b) Order: your order for the Services
  - (c) Product: the product We create for you as a result of the Services, as set out in the Order;
  - (d) Services: the services that We are providing to you as set out in the Order;
  - (e) Terms: the terms and conditions set out in this document; and
  - (f) We/Our/Us: Layla Parsons Ltd **trading as** NW3 Speech Studio.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### **2. OUR CONTRACT WITH YOU**

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake, please contact Us to discuss.
- 2.3 When you submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We contact you or communicate to you that We are able to provide you with the Services you require, (which We may also confirm in writing to you on your invoice or by email), at which point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 We shall assign an order reference (which is your name) or number to the Order. Please quote the order reference name and/or number in all subsequent correspondence with Us relating to the Order.

### 3. **CHANGES TO ORDER OR TERMS**

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements;

3.2 If We have to revise these Terms under clause 3.1, We will give you at least a month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

3.3 You may make a change to the Order for Services at any **time at least 24 hours before the start date for the Services** by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 9.1 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 9.

### 4. **PROVIDING SERVICES**

4.1 We will supply the Services to you starting and/or ending on the date agreed between Us in writing. Assessment and reports will aim to be completed within a stated deadline- usually 2 weeks. Where it involves attendance to a different location that is organised in advance, and the dates are fixed, no refunds can be issued for client or cancellation within 7 days of the booked date because, including travel time, it is unlikely we will have made another booking and the loss the cancellation represents will be larger than a session or two as it entails travel time in addition. Completion of that session will be considered undertaken on those dates despite the cancellation and a new Order would have to be made and paid for to cover any future attendance on alternative dates. We may make discretionary allowances for exceptional circumstance.

4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.

- 4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, for you to fill in a Questionnaire and information about yourself or your child etc. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.4 We may have to suspend the Services if We have to deal with technical problems or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.5 If you do not pay Us for the Services when you are supposed to as set out in clause 6.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.4.

## **5. IF THERE IS A PROBLEM WITH THE SERVICES**

- 5.1 In the unlikely event that there is any defect with the Services or Product:
- (a) please contact Us and tell Us as soon as reasonably possible;
  - (b) please give Us a reasonable opportunity to repair or fix any defect; and
  - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.

As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **6. PRICE AND PAYMENT**

- 6.1 The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 6.2 These prices may include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect,
- 6.3 Where We are providing Services to you, We will ask you to pay the full amount in advance because we often start on the services right away and will make a booking which blocks the diary and therefore stops us from booking other clients on that day at that time. Your rights to a refund on cancellation are set out in clause 9. We will invoice you for the balance of any further Services any time before, during or after the Services have been provided. We will invoice you for the Services until the Services are completed. Each invoice will quote the Order name or number. You must pay each invoice in cleared monies either when invoiced or within 7 calendar days of the date of invoice by transfer, or (in any event) anytime before the services are provided, whichever takes place sooner. Payments made to purchase digital products provided online are payable immediately.
- 6.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 6.5 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.4 will not apply for the period of the dispute.

## **7. OUR LIABILITY TO YOU**

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract. However, a special point regarding underlying undiagnosed conditions. Although we can make referrals or recommendations based on symptoms and

behaviours we see, We will not accept responsibility for situations 1-3 and 4:

- 1) underlying/undiagnosed condition
- 2) That may exist at the time of any assessment or intervention and
- 3) We fail to refer the child to a paediatrician or specialist for exploration of a diagnosis.
- 4) OR 1),2) and you decline to take the child to a paediatrician or specialist in a situation where we have either verbally or in writing referred or recommended to such a professional.

We only supply the Services and products for one off private use. You agree not to use the Services or Product (e.g. digital activities/resources) for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## **8. EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs, lock downs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks. In

addition, events that occur such as car accident, personal injury, theft, sudden illness or attack to Us at the time we had planned to carry out the Services.

- 8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 8.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 9. We will only cancel the contract if the Event Outside Our Control continues for longer than 1 week in accordance with Our cancellation rights in clause 9.

## **9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 9.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:
- (a) You may cancel any Order for Services at any time before the start date for the Services, (start date for the provision of Services includes us sending questionnaires or taking instructions, and/or reading your files) by contacting Us. We will confirm your cancellation in writing to you.
  - (b) If you cancel an Order under clause 9.1(a) and you have made any payment in advance for Services that will not now be provided to you, We will refund these amounts to you.
  - (c) However, if you cancel an Order for Services under clause 9.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, (e.g. research, planning activities and hiring suppliers for the service) and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where

We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- 9.2 Once We have begun to provide the Services to you, you may cancel or rearrange the contract for the Services at any time by providing Us with at least 3 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you subject to any reasonable payment for work already undertaken relating to your Order.
- 9.3 **If regular sessions** are taken up, invoicing will be done monthly at the beginning of the month for the month ahead (advance). Cancellation or rearrangement requires notice of no less than 3 days in advance (except for illness, which can be on the day, but please inform us before 8am). Where payment has been taken for a cancelled session that is not rearranged, the paid session will roll over to the next month/available date so that invoice will set off the price of the missed session against one that month.
- 9.4 If cancellation is made by the Client for a reason other than sickness less than 3 days in advance of the session, no rearrangement or roll over applies because it is highly unlikely that the time we had booked with you will be booked with another client and that we will have sustained a loss, both of business and of any fees we may owe staff.
- 9.5 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 10 working days of you asking Us to in writing;
  - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
  - (c) We change these Terms under clause 3.1 to your material disadvantage;
  - (d) We are affected by an Event Outside Our Control.

## 10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 If We have to cancel an Order for Services before the Services start:
- (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
  - (b) If We have to cancel an Order under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
  - (c) Where We have already started work on your Order for Services by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.
    - (i) In all cases we will try to rearrange the session you have booked at a time as soon as possible at your convenience if you prefer this to a refund
- 10.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 10.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.4; or
  - (b) you break the contract in any other material way and you do not correct or fix the situation within 3 days of Us asking you to in writing.
  - (c) You subject us or any of our staff, agents or employees to anything that can be described as offensive, insulting, bullying, a form or harassment or any other behaviour that causes harm.

## 11. INFORMATION ABOUT US AND HOW TO CONTACT US

- 11.1 We are a company registered **in** England and Wales. Our company registration number is 09855874 and Our registered office is at 17 Spedan Close, London NW3 7XF.



- 11.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 07931348949 or by e-mailing Us at Layla@nw3speechstudio.com
- 11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Layla Parsons Ltd at 17 Spedan Close, London NW3 7XFWe will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 12.1 We will use the personal information you provide to Us to:
- (a) provide the Services;
  - (b) process your payment for such Services; and
  - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 12.2 We will not give your personal data to any other third party. Please see our Privacy Policy for further details. We are registered with the ICO and fully GDPR compliant.

## **13. OTHER IMPORTANT TERMS**

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

- 13.5 These Terms are governed by English law.
- 13.6 You and We both agree to submit to the non-exclusive jurisdiction of the English courts.
- 13.7 In the event of a dispute, please use the complaints procedure.

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By Layla Parsons