

Terms and Conditions

These terms and conditions outline the rules and regulations for the use of Clear as Day's website, located at www.clearasdayspeech.co.uk, and www.clearasdayspeech.com.

By accessing this website and using our services we assume you accept these terms and conditions. Do not continue to use Clear as Day and its services if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "Student", "You", and "Your" refers to you, the person logging onto this website and compliant to the Company's terms and conditions. "Clear as Day", "The Company", "Teacher", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. "Class", "Classes", "Session", and "Sessions" all refer to the one-to-one online classes that we offer as the mainstay of our business. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the United Kingdom. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

One-to-one Online Teaching (Video Call Sessions)

- a. Sessions will take place on the date arranged via the calendar system on the Clear as Day website, via email, via WhatsApp or iMessage messaging services. One-to-one classes will take place via Google Hangouts, Zoom, FaceTime, or WhatsApp.
- b. Sessions, course content and structure will be tailor-made to your needs, the Student, by the Teacher. If you, the Student, wish for the content and structure to be altered to suit your needs, you must raise the issue with the Teacher in writing, via email, WhatsApp, or iMessage.
- c. You, the Student, are responsible for the outcomes of the content and techniques you are provided. We will take the utmost care in optimising your experience, however, the work and practice material you will be given to do outside of the class is your responsibility. We will not be held liable if you are unhappy with the results of the sessions we partake in, or they do not meet your needs.
- d. We are not responsible for the outcomes of any interview, work, or social engagements that do not go the way you intend. We do not accept any liability for third-party claims or losses of any nature.
- e. If You, the Student, are late for a session, you will have a 20 minute window after the scheduled time to attend the session. After this 20 minutes, we reserve the right to cancel the session and request payment in full. We will try and contact you during this 20 minute period if we do not hear from you.
- f. Any cancellations must be made 48 hours before a scheduled session. Cancellations made in less than 48 hours before a scheduled session will be subject to payment in full. Refund requests made before our 48 hour cancellation obligation will be fully refunded. Any requests for a refund must be sent in writing via email to clearasdayspeechpayments@gmail.com.
- g. It is possible to reschedule your session by contacting us via email, WhatsApp, iMessage, or by using the calendar system on the website.

- h. We may record classes for in-house training purposes. We will always ask for permission to record before your class takes place (in compliance with GDPR).
- i. You, the Student, are welcome to record sessions for personal use only. We reserve the right to stop the recording at any moment. Under no circumstances should any recorded material be made public, published, broadcast or posted online - not on any social media platforms, websites, or messenger applications. Under no circumstances should any recorded material be shared with other individuals.
- j. Due to nature of video calling and issues with internet connections, streaming quality, and use of public telecommunication networks, we will not be held liable or responsible for issues or interruptions you have in this area.

WhatsApp Service

- a. This service aims to offer a more easy and convenient way to work with a teacher to transform your speech in the way you want it. It can be done on your schedule and in your own time. This service is provided through the WhatsApp messenger app where we will exchange video, audio, and visual information to transform your speech.
- b. The course content in this service is tailor-made to your needs. Upon entering the contract, you will be required to send either a video or audio recording of you reading a passage of English text. This text will be reviewed by your teacher and broken down into modules which will set out the content and structure of your speech work.
- c. To prevent you becoming overwhelmed with information, we will send you your content per module. This is a means of working step by step to ensure that you understand, and can fully grasp what we are teaching you. If however, you wish to receive more than one module, please let us know, and we can arrange an amount that is suitable to your needs and way of working.
- d. Upon your first receipt of content via WhatsApp, you are invited to respond with questions and requests for feedback. We will issue a response with feedback within 5 working days, but will always aim to respond to you sooner.
- e. Payments are made on a monthly one-off or subscription basis. Access to the service is given for 30 days upon receipt of payment. This gives both the teacher and student the flexible time to do the necessary work.
- f. Due to the nature of the service - all of the content will be pre-recorded. Under no circumstances should any recorded material be made public, published, broadcast or posted online - not on any social media platforms, websites, or messenger applications. Under no circumstances should any recorded material be shared with other individuals.
- g. You, the Student, are responsible for the outcomes of the content and techniques you are provided. We will take the utmost care in optimising your experience, however, the work and practice material you will be given to do outside of the class is your responsibility. We will not be held liable if you are unhappy with the results of the service, or if it does not meet your needs.
- h. We are not responsible for the outcomes of any interview, work, or social engagements that do not go the way you intend. We do not accept any liability for third-party claims or losses of any nature.
- i. We do not offer refunds after we have received the initial recording of you reading a passage of English text. If you wish to cancel your monthly subscription, you will be given access to the service for 30 days

following your last payment. We do not refund packages paid in full unless the service has not yet been used for up to 30 days or a mistaken payment has been made.

- j. Due to the nature of online communication, Clear as Day will not be held liable or responsible for any network or connection issues you experience.

Cookies

We employ the use of cookies. By accessing Clear as Day, you agreed to use cookies in agreement with the Clear as Day's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, Clear as Day and/or its licensors own the intellectual property rights for all material on Clear as Day. All intellectual property rights are reserved. You may access this from Clear as Day for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from Clear as Day
- Sell, rent or sub-license material from Clear as Day
- Reproduce, duplicate or copy material from Clear as Day
- Redistribute content from Clear as Day

This Agreement shall begin on the date hereof.

Hyperlinking to our Content

The following organisations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organisations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and

- System wide Accredited Businesses except soliciting non-profit organisations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organisations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organisations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organisations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organisation does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Clear as Day; and (d) the link is in the context of general resource information.

These organisations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organisations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Clear as Day. Please include your name, your organisation name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organisations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Clear as Day's logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

Content Liability

We shall not be held responsible for any content that appears outside of our website. You agree to protect and defend us against all claims that arise. No link(s) should appear on any Website that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any time. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Limitations of Liability

In no event shall Clear as Day and/or it's directors, teachers, partners, associates, investors, be held liable for any general, special, indirect, incidental, or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, breach of security, goodwill, or lost or damaged data) arising out of or connected in any way with this company and it's services. Even if Clear as Day has been notified of the possibility of such damages, and whether this is based on tort (including negligence), breach of terms/ contract, or otherwise.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.