



# Terms & Conditions Of Use & Acceptable Use Policy

for [www.myvocaltherapy.com](http://www.myvocaltherapy.com) &

## My Vocal Therapy Ltd's Services

### 1. Introduction

1. Thank-you for visiting our website [www.myvocaltherapy.com](http://www.myvocaltherapy.com) (our site).
2. This page (together with the documents referred to on it tells you the (i) terms and conditions of use of our site and (ii) acceptable use listed on our website, whether as a guest or a registered user.
3. Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept the (i) terms and conditions of use of our site and (ii) acceptable use policy and that you agree to abide by them. If you do not agree to them, please refrain from using our site.

### 2. Information about us

[www.myvocaltherapy.com](http://www.myvocaltherapy.com) is a site developed by Credofy Ltd.

### 3. Terms and conditions of website use for [www.myvocaltherapy.com](http://www.myvocaltherapy.com)

#### 3.1 Accessing Our Site

1. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
2. When using our site, you must comply with the provisions of our acceptable use policy below.
3. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

#### 3.2 Intellectual property rights

1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws. All such rights are reserved.
2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference.
3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
5. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us.
6. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **3.3. Reliance on information posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

### **3.4 Our site changes regularly**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

### **3.5 Our liability**

1. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
  1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; or
  2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of voice or damage to the voice that are not excluded by any of the categories set out above.
2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **3.6 Information about you and your visits to our site**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### **3.9 Viruses, hacking and other offences**

1. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **3.10 Linking to our site**

1. You may link to our site, with express, written permission from us. Any links must be fair and legal and not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
2. You must not establish a link from any website that is not owned by you.
3. Our site must not be framed on any other site, nor may you create a link to any part of our site except without written permission from us. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy below.
4. If you wish to make any use of material on our site other than that set out above, please address your request to [info@myvocaltherapy.com](mailto:info@myvocaltherapy.com).

### **3.11 Links from our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **4. Terms and conditions of website use for [www.myvocaltherapy.com](http://www.myvocaltherapy.com)**

### **4.1 Prohibited uses**

1. You may use our site only for lawful purposes. You may not use our site:
  1. in any way that breaches any applicable local, national or international law or regulation;
  2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  3. for the purpose of harming or attempting to harm minors in any way;
  4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below;
  5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
2. You also agree:
  1. not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use above; or
  2. not to access without authority, interfere with, damage or disrupt any part of our site; any equipment or network on which our site is stored; any software used in the provision of our site; or any equipment or network or software owned or used by any third party.

#### **4.2 Interactive services**

1. We may from time to time provide interactive services on our site, including, without limitation:
  1. chat rooms; or
  2. bulletin boards (**interactive services**).
2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
3. We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
4. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
5. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### **4.3 Content standards**

1. These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.
2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

3. Contributions must:
  1. Be accurate (where they state facts).
  2. Be genuinely held (where they state opinions).
  3. Comply with applicable law in England and in any country from which they are posted.
4. Contributions must not:
  1. Contain any material which is defamatory of any person.
  2. Contain any material which is obscene, offensive, hateful or inflammatory.
  3. Promote sexually explicit material.
  4. Promote violence.
  5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  6. Infringe any copyright, database right or trade mark of any other person.
  7. Be likely to deceive any person.
  8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  9. Promote any illegal activity.
  10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
  12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
  13. Give the impression that they emanate from us, if this is not the case.
  14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### **4.4 Suspension and termination**

1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use above upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
  1. Immediate, temporary or permanent withdrawal of your right to use our site.
  2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
  3. Issue of a warning to you.
  4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  5. Further legal action against you.
  6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **5. Jurisdiction and applicable law**

1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.
2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **6. Variations**

We may revise the (i) terms and conditions of use or (ii) acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **7. Your concerns**

If you have any concerns about material which appears on our site, please contact [info@myvocaltherapy.com](mailto:info@myvocaltherapy.com). You should print a copy of these terms and conditions for future reference.

**Thank you for visiting our site.**

## **Terms & Conditions Of Use For My Vocal Therapy Ltd's Services**

### **MVT Stage**

#### **8.Intoduction**

1. Coaching services are supplied by My Vocal Therapy Ltd whose registered address is My Vocal Therapy Ltd c/o Andrew M Wells Accountancy, 99 Western Road, Lewes, BN7 1RS, subject to the following express terms and conditions ("the Terms"). In these Terms, "we"/"us"/"our" means Sharleen Linton, and "you"/"your"/"yours" means you, the client. The Terms shall not be varied in any way whatsoever unless agreed in advance in writing between the parties.

2. The terms and conditions are available at any time from [www.myvocaltherapy.com](http://www.myvocaltherapy.com). Please read these terms and conditions prior to any booking for any of our services within our mvt Stage or mvt School of Training packages. Any booking will be deemed as your acceptance of these terms and conditions.

#### **8.3 What To Expect from MVT**

1. Our Coaches will give the Client their full attention, dedication, commitment and expertise. To aid them in keeping accurate records, they will make notes during the session. All notes are securely and confidentially kept.

2. All coaching sessions are strictly confidential and all details revealed therein are held confidentially and will never be discussed with a third party.

3. Even though sessions are confidential, Vocal Therapy Coaches are duty bound to report any details revealed wherein Clients have serious malicious intent to do themselves or others physical harm.

4. Vocal Therapy Coaching provided by us is in no way to be construed as a replacement for psychological counselling or therapy. (It may nevertheless bring about related benefits.)

The Coach and Session must be respected at all times. Any sexual, aggressive or inappropriate behavior will result in immediate termination of the Coach and Client relationship.

#### **8.4 What My Vocal Therapy Ltd Expect From You**

1. My Vocal Therapy is here to support you in reaching your goals. You are responsible for your progress. It's important for you to take any tasks set seriously and give them your full commitment.

2. Your results are dependent on your actions. You enter coaching with the full understanding that you are wholly responsible for creating your own results.

3. We adopt a very pragmatic approach to advance your Vocal Therapy progress so you should be prepared to be set tasks to do in your spare time. Please bring something to make notes with.

#### **8.5 Payment & Bookings**

1. For all mvt Stage services (including mvt On Tour), a Booking Deposit of 50% of the balance is chargeable and an invoice for this deposit will be sent detailing payment details.

2. Your booking will only be confirmed in our diary once the Booking Deposit has cleared (if using online banking, please allow 3-5 working days for this to happen). The rest of the coaching fee is payable immediately upon production of invoice after the booking. We do not accept cheques or cash.

#### **8.6 Bookings**

1. Sessions happen as frequently as the client requests and can be booked by through the website at [www.myvocaltherapy.com/getintouch](http://www.myvocaltherapy.com/getintouch) or by emailing [info@myvocaltherapy.com](mailto:info@myvocaltherapy.com)

#### **8.7 Time Keeping**

1. Clients are responsible for getting to sessions in order to begin on time. Sessions will end at the agreed time, even if the Client is late.

2. Sessions will start at the agreed time, no earlier.

3. mvt Skype Session Clients are responsible for dialing in on time. Sessions will end at the agreed time, even if clients dial in late. MVT's Skype name is: **My Vocal Therapy**

#### **9. mvt School of Training**

1. All mvt Masterclasses and mvt Workshops are payable immediately upon receipt of invoice for work done.

2. All mvt Courses are, on average 12 weeks long. 50% of payment is required midway through the course upon presentation of invoice and the balance to be settled immediately upon payment of invoice.

3. All mvt Tutorials are done with in accordance with the teaching term, teaching schedule and with prior arrangement between MVT and the Client.

### **9.1 Cancellations & Rescheduling**

#### **9.2 Pay As You Go Bookings**

1. Any cancellations need to be made giving more than 24-hours notice before the session is to take place. If the session is cancelled within 24 hours of the impending session, the amount of paid Booking Deposit will be retained by us and not refunded.

#### **9.3 Block Bookings**

1. Block bookings are confirmed with advance, non-refundable deposit payments and dates are then scheduled in the diary.

2. Once dates are scheduled, if the session is not cancelled or rescheduled giving 24 hours or more notice, then you will lose the time contained that particular session. i.e. If 4 dates are booked and the second date within the block booking is not cancelled with enough notice, you will lose the time contained within that second session and Vocal Therapy Coaching will continue on the 3<sup>rd</sup> date.

3. My Vocal Therapy is a reliable service and we endeavor to never cancel or reschedule sessions. However, if sessions need to be rescheduled by us, they will give you more than 24-hours notice. If we do cancel a session, Clients will get any paid deposits refunded in full.

4. If the Client needs to cancel or reschedule a session, please contact us immediately at [info@myvocaltherapy.com](mailto:info@myvocaltherapy.com). Or call 020 7305 7168 and leave a message on our voicemail answering service. Somebody will always get back to you. If we need to reschedule or cancel, you will receive an email from the same address.