

Terms & Conditions of Listening Ear (Merseyside) **working as Amparo**

General

This website is owned and operated by: Listening Ear (Merseyside). Amparo is a part of the Listening Ear Family with an office at St Nicholas Centre, 70 Church Road, Liverpool, L26 6LB.

By using our website, which includes access through other digital platforms you confirm that you accept these Terms of Service ("terms") as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

How Listening Ear (Merseyside) working as Amparo Works with Clients

Hours of work:

Listening Ear (Merseyside's) Amparo office hours are: Monday – Friday 9am to 5pm.

Contacting Amparo

Listening Ear (Merseyside) operates Amparo as part of its family of services. They respect that everyone uses different platforms and works different hours. They will review all emails twice a day and respond to any queries within 24/48 hours Monday to Friday. Any correspondence received through mobile, social media and other platforms will be acknowledged and responded to within 48 hours.

Storing Personal Data

Listening Ear (Merseyside) working as Amparo respects confidentiality, transparency, and privacy. At the end of your relationship with us we will anonymise all personal identifiable data and this will be stored for an on-going period. The client always has access to their records and can request copies of same under a Subject Access Request. Please note that this request should be sent to:

Non-Competition

The education materials supplied by Listening Ear (Merseyside) working as Amparo (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Listening Ear (Merseyside) working as Amparo may use examples of work they have created or businesses that they have

with to illustrate educational points. Any attempt by the Customer to enter the markets that Listening Ear (Merseyside) working as Amparo operates in after gaining possession of such educational materials will be classed as entering into competition with Listening Ear (Merseyside) working as Amparo.

Confidentiality

Confidentiality is an essential part of all our services and Listening Ear (Merseyside) working as Amparo will always, operate with the highest standard of security and confidentiality.

Protection of Intellectual Property

All materials supplied by Listening Ear (Merseyside) working as Amparo (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Listening Ear (Merseyside) working as Amparo may use examples of work they have created or businesses that have worked with to illustrate educative points. No business will be identified without prior approval. Any attempt by the Customer to enter the markets that Listening Ear (Merseyside) working as Amparo operates in after gaining possession of such educative materials will be classed as entering competition with Listening Ear (Merseyside) working as Amparo.

- a) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, “content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content, contained on the website is owned, controlled or licensed by or to Listening Ear (Merseyside) working as Amparo.
- b) Except as expressly provided in these Terms, no part of the Site and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication, distribution or for any commercial enterprise, without Listening Ear (Merseyside) working as Amparo’s express prior written consent.

Legal Advice

Listening Ear (Merseyside) working as Amparo reserves the right to consult with their legal advisors in all cases of court orders for access to personal records and/or all other information requests.

Where other names have been mentioned through the course of the sessions with Amparo then they reserve the right to redact these names on all shared documentation.

Use of AI on our website

Amparo does not use AI to capture personal data on this website.

Listening Ear (Merseyside) working as Amparo Terms & Conditions of Service

Indemnification, Liability, And Limitation

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. In the event that you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure, information, photographs, prints or this website, you unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any and all losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms. You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services and/or digital goods pursuant to the terms; your use of the services and/or digital goods; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity or anticipated savings; or any indirect or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant services that is/are the subject of a claim.

Errors, Inaccuracies And Omissions

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

Social Media Platforms

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

Data Protection, Privacy And Security

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our Privacy Statement. When you, amongst other actions, visit our website, enquire about services or send e-mails to us you understand that subsequent data processing will be done as detailed in our Privacy Statement.

Governing Law And Disputes

This website is hosted, controlled, and operated from the United Kingdom and therefore governed by English law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the Irish law will apply, and the appropriate courts of the England will have jurisdiction.

Variation Of These Terms & Conditions

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

Severability

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Waiver

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

Entire Agreement

These terms and any policies or operating rules posted by us on this website or in respect to our website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

Contact Information

You may contact us by e-mail at the following address: GDPR@listening-ear.co.uk

Contact information published on this website is published for the purpose of users or prospective users contacting us about services offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.