

CHILD SLEEP CONSULTANCY TERMS AND CONDITIONS

1. Basis of the Agreement

1.1 These terms and conditions apply to any child sleep consultancy sessions offered by me which I offer as a sole trader under the name of 'The Gift of Sleep', from time to time.

1.2. By booking a session or package for your child, you agree to be bound by these terms and conditions. Please read them carefully.

2. Entire Agreement

2.1 Any example material for the consultancy sessions, descriptive matter or advertising issued by me and any illustrations or descriptions of the consultancy sessions set out on my website or that I provide to you as examples are for the sole purpose of giving an approximate idea of the consultancy sessions. They shall not form part of these terms and conditions or have any contractual force except where expressly provided in these terms and conditions.

3. Disclaimer and no guarantees

3.1 By using my services, you acknowledge that I am not a licensed Physician, Psychologist or Healthcare professional, and my sleep consultancy services do not replace the care of Physicians, Psychologists or other Healthcare or medical professionals. Consultancy is in no way to be construed or substituted for psychological counselling or any other type of therapy or medical advice. If you are concerned about the mental or physical welfare of your child, please contact a relevant professional. Please do not delay in seeking urgent medical care if you are part way through a support package.

3.2 I offer sleep consultancy based on supportive, holistic, compassionate, and age appropriate, respectful information that fits with your parenting style and I undertake to use all reasonable care and skill in providing my services. However, you accept and acknowledge that I cannot guarantee to achieve for you, a particular outcome or result within a particular timeframe or at all and that success for your child primarily depends on your own commitment, motivation, effort, and follow-through. You accept full responsibility for the use or non-use of any information I provide you and you fully accept that I cannot guarantee that your child will be free of any sleeping issues she or he had before you began using my consultancy services for your child. In addition, you accept and agree that I shall have no responsibility whatsoever for any sleep issues your child may have after your last sleep consulting session and shall have no liability for death or personal injury except in the event of negligence

3.3 Website disclaimer: to the fullest extent permitted at law, I am providing this website, its contents on an 'as is' basis and make no (and expressly disclaim all) representations or warranties of any kind, express or implied, with respect to this website or the information, content, services included in this site including, without limitation, warranties of merchantability and fitness for a particular purpose.

4. Intellectual Property

4.1. All intellectual property rights in any materials I provide you with and the services, are and remain, my intellectual property whether adapted, written for, or customised for you or not.

4.2. You are not authorised to:-

(a) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the materials I provide for you, without prior written permission;

(b) record on video or audiotape, relay by videophone or other means the materials made available to you; or

(c) use any of the materials I provide you with in any other way which it might be construed as inconsistent with the purpose that they were made available to you.

5. Non-discriminatory practice

5.1 I promote and operate a completely non-judgmental service and will not knowingly discriminate against anyone based on their race, sexual orientation, parenting style, disability, cultural beliefs, marital status or religion.

6. Your promises

6.1 You accept that I will work with you to find a solution that is sustainable for you and your child. I will make suggestions and provide education and information based on my training and experience.

6.2 In connection with my services, you agree that:

- You are responsible for whether you choose to implement any suggestions offered;
- You will work within safe sleep guidelines; and
- You will disclose any relevant medical problems (yours or your child's) that may have a bearing on yours or your child's sleep.

6.3 You understand that:

- If I am concerned for the welfare of your child or if required to by law, I am under a duty to report this to the relevant health and/or safeguarding service in your local area. This will always be with your knowledge except in cases where the immediate safety of your child takes priority.
- You will be providing certain personal information to me about you and your child which I will keep only for the purpose of providing your sessions. All information is stored on a password protected online system and will never be shared with any other third party.
- Your sleep support Consultancy package is bespoke to you, the content of which should not be shared with other third parties, as the information may not be applicable and may be detrimental.

7. Price and Payment Policy

7.1 Details of our prices and the packages we offer are set out here on our website <https://thegiftofsleep.uk/packages/>

7.2 You must make payment in full prior to your session.

7.3 Prices are stated in GBP and are exclusive of VAT.

7.4 You can pay by credit/debit card.

8. Cancellation Policy

8.1 You may cancel at any time if you do not feel that sleep consultancy is right for you or your child:

- If you cancel seven days prior to starting your sleep package or Consultancy session, you will receive a 100% refund.
- If you cancel two days before your sleep package or Consultancy session is due to start, you will receive a 50% refund.
- If you cancel within 24 hours of your sleep package or Consultancy session date or do not attend, no refund will be issued.
- No refunds are issued for already attended Consultancy sessions.
- Consultancy services or Sleep packages are non-transferable and cannot be re-gifted or sent on to another person to use.
- Any refunds will be issued within 7-10 business days, depending on your payment method. All refund & cancellation requests must be emailed to Charlotte.Hillyard@thegiftofsleep.uk.

9. Sickness/ill health

9.1 If my performance of any of my obligations under these terms and conditions is prevented or delayed due to sickness or ill health, I will inform you as soon as is reasonably practicable and such sickness or ill health shall constitute a Force Majeure Event for the purposes of clause 12.1.

9.2 Your Sleep Package may be paused once for a maximum of 2 weeks at a time for cases of illness, travel, natural disasters etc. After this two week pause, I will be entitled to terminate the agreement with you and end your package without providing you with a refund.

10. Limitation on Liability

10.1 Nothing in these terms and conditions shall limit or exclude my liability for:

- negligence;
- (a) death or personal injury caused by my
- or
- (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).

10.2 Subject to clause 10.1:

- (a) I shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions; and
- (b) my total liability to you in respect of all other losses arising under or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid or payable by you for the Consultancy sessions you have booked.

10.3 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

10.4 This clause 10 shall survive termination of our agreement.

11. Comments

11.1 I strive to provide a high-quality service to assist with your child's sleeping difficulties. If you have enjoyed working with me and you feel that you and your family have benefited from my expertise, please consider leaving me a review.

11.2 If you have any questions at any time about this service, please email Charlotte.Hillyard@thegiftofsleep.uk

12. Data Protection

12.1 I am committed to ensuring that your personal information is protected in accordance with data protection laws. Please see my privacy policy <https://thegiftofsleep.uk/wp-content/uploads/2023/01/The-Gift-of-Sleep-Privacy-Policy.pdf> for further details regarding how I use and protect your personal information.

13. General

13.1 Force majeure

(a) For the purposes of these terms and conditions, "Force Majeure Event" means an event beyond my reasonable control including but not limited to strikes, pandemics, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) I shall not be liable to you as a result of any delay or failure to perform my obligations under these terms and conditions as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents me from providing any of the Consultancy sessions for more than 3 months, I shall, without limiting my other rights or remedies, have the right to terminate my agreement with you immediately by giving written notice to you.

13.2 Waiver

(a) No failure or delay by me in exercising any right or remedy under the terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

13.3 Severance

(a) If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the terms and conditions shall not be affected.

13.4 Variation

(a) Except as set out in these terms and conditions, any variation, including the introduction of any additional provisions shall only be binding when agreed in writing and signed by me.

13.5 Governing Law and Jurisdiction

(a) These terms and conditions 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.