

THE GIFT OF SLEEP

TERMS AND CONDITIONS

1. Basis of the Agreement

1.1 These terms and conditions govern any child sleep consultancy or potty-training sessions offered by me, Charlotte Hillyard as a sole trader under the name 'The Gift of Sleep.' They are applicable to all services provided at any time.

1.2 An agreement is formed between you and me when you book a session or package for your child. By doing so, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. Please review them carefully before confirming your booking.

2. Scope of the Agreement

2.1. The materials provided in connection with my consultancy sessions, including any examples, descriptive content, and promotional materials on my website <https://thegiftofsleep.uk/>, are intended solely to give you an approximate idea of the services offered. These materials do not form part of this agreement, nor do they have any contractual force, except where explicitly stated in these terms and conditions. This agreement constitutes the entire understanding between us regarding the consultancy services, superseding any prior agreements, representations, or understandings, whether written or verbal, related to the subject matter herein. Disclaimer and no guarantees.

2.2. 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.

2.3. Sleep Consultancy — Scope, Disclaimer and Client Responsibility

I provide sleep consultancy grounded in supportive, holistic, compassionate and age-appropriate advice designed to fit with your parenting style, and I will use all reasonable care and skill in delivering my services. The services are educational and advisory only and are not a substitute for medical, psychological or therapeutic treatment. I make no promise or guarantee as to any particular outcome, result or timeframe; success depends on factors outside my control, including your child's individual development, health, temperament, sleep history, home environment and your commitment, consistency and follow-through. You accept full responsibility for whether and how to implement any suggestions and for the supervision, safety and welfare of your child during and after sessions. You must disclose any relevant medical, developmental or behavioural conditions prior to receiving services and consult an appropriate healthcare professional before following guidance where medical issues exist. You must follow safe-sleep guidelines at all times and stop or adapt any suggested activity if the child shows distress. All plans and materials I provide are bespoke to you and should not be shared with third parties; you agree not to share them with anyone else without my prior written permission.

2.4. At-Home Potty-Training — Scope, Disclaimer and Client Requirements

If you request at-home potty-training guidance and I agree in writing, I will provide remote or written potty-training coaching (via Zoom or equivalent or by written guidance) on the terms set

out here. This guidance is strictly educational and advisory and does not constitute medical diagnosis, therapy or in-person childcare. I do not guarantee any specific result or timeframe; outcomes depend on the child's readiness, prior experience, health, temperament, routines and your consistent application of the guidance. You are solely responsible for supervising the child, for their safety and welfare during and after any session, and for deciding whether and how to implement recommendations; you must stop or modify any suggested activity if the child shows distress. You must disclose any relevant medical, developmental or behavioural conditions before sessions commence and consult a healthcare professional where appropriate. For remote sessions you must ensure a stable, high-speed internet connection, a device with a functioning camera and microphone, adequate power, and a safe, private space free from interruption. Sessions will not be recorded without prior written agreement; any agreed recordings will be handled in accordance with my privacy notice. Cancellation and rescheduling of potty-training sessions are governed by clause 8.

2.5. Website disclaimer

To the fullest extent permitted by law, I provide this website <https://thegiftofsleep.uk/> and its contents on an 'as is' basis. By using this website, you acknowledge that I make no representations or warranties of any kind, express or implied, regarding the accuracy, reliability, or completeness of the information, content, or services offered herein. This includes, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. You understand that any reliance on the information provided on this website is at your own risk, and I will not be responsible for any losses, damages, or other liabilities arising from your use of this website

3. Intellectual Property

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.
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.

4. Non-discriminatory practice

- 4.1. 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.

5. Your promises

- 5.1. 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.
- 5.2. 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.

- 5.3. 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 provide personal data about yourself and your child which I will process only to deliver the agreed services (lawful basis: performance of the contract; where required, consent). I will collect only the minimum data necessary, retain it only for as long as reasonably required to provide the services and to meet legal obligations, and then securely delete or anonymise it. Data is held on secure, passwordprotected systems with appropriate technical and organisational measures. I will not disclose your personal data to third parties except (a) to service providers acting as processors under written agreements, (b) where required by law or safeguarding obligations, or (c) with your prior written consent. You have rights to access, rectify, restrict or erase your data, to object, and to data portability where applicable, and you may withdraw consent at any time without affecting processing based on the contract. For dataprotection queries or to exercise your rights contact Charlotte.Hillyard@thegiftofsleep.uk. All of my services are 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.

6. Price and Payment Policy

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

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

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

6.4. You can pay by credit/debit card.

7. Cancellation Policy

7.1. You may cancel at any time if you do not feel that my services are right for you or your child:

- If you cancel seven days prior to starting your package or session, you will receive a 100% refund.
- If you cancel two days before your package or session is due to start, you will receive a 50% refund.
- If you cancel within 24 hours of the time your package is due to start or session date or do not attend at all, no refund will be issued.
- No refunds are issued for already attended sessions.
- Consultancy services or 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 and cancellation requests must be emailed to Charlotte.Hillyard@thegiftofsleep.uk.

8. Sickness/ill health

8.1. If the performance of any of my obligations under the agreement 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.

8.2. You may pause any package you purchase from me for a maximum of 2 weeks at a time due to illness, travel, or similar circumstances (subject to my agreement). After this two-week pause, I reserve the right to terminate the agreement and conclude your package without providing a refund.

9. Limitation on Liability

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

- (a) death or personal injury caused by my negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2. Subject to clause 9.1:

- (a) I shall under no circumstances 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.

9.3. 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.

9.4. This clause 9 shall survive termination of our agreement.

10. Comments

10.1. I strive to provide high-quality services. 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 as your feedback greatly helps my business.

10.2. If you have any questions at any time about my services, please email Charlotte.Hillyard@thegiftofsleep.uk

11. Data Protection

11.1. 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.

12. General

12.1. 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 fulfil 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 my services 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.