

TERMS AND CONDITIONS

1. Introduction

This page sets out the terms and conditions for booking our courses, sessions, schemes and classes (the “Terms”). Please read these Terms carefully before booking with us. Within these Terms “AllBirths”, “we” or “us” or “our” means AllBirths Limited (company number:) and “you” and “your” means you, our client or potential client who is booking a place on one of our courses or sessions.

2. Amendments

AllBirths may modify these Terms and Conditions from time to time for legal or regulatory reasons or to allow for the proper operation of our activities. Any such changes will be notified to you, will begin with immediate effect and, until revoked, will be binding on you.

3. Bookings

1. A booking is required to partake in any of our courses, sessions, schemes and classes. All bookings are subject to acceptance by AllBirths.
2. A booking payment is required in full and is non-refundable. Payment must be made in full 7 days prior to the booking date. In the event of late payment, AllBirths reserve the right to not accept future bookings.
3. Prices are liable to change at any time, but changes will not apply where we have already sent you an order confirmation.
4. A bank transfer for the online session fee will be requested once the date and time has been concluded.
5. Once payment has been made, you’ll receive a full AllBirths handbook inclusive of a ‘What to pack’ list and a ‘Birth preference’ list and an invoice. If you have booked an online session zoom details will be provided once payment has been made.
6. The booking for antenatal classes is for the expectant parent plus one birthing partner. You also receive an option to contact us via email anytime up until baby is born and 28 days after.
7. We would like to request that all pets be kept away for home bookings. AllBirths practitioners have the right to refuse appointments when this is not adhered to.
8. The booking for an antenatal class is for the expecting parent plus one partner/companion only. Once the classes have commenced, only the registered birthing partner may attend with the expecting partner/companion.
9. AllBirths reserve the right to stop a session and cancel the booking if the practitioner feels they are in a dangerous situation. In this instance a half refund will be provided.

4. Cancellations

1. Without prejudice to your statutory rights of cancellation, you can cancel your booking, but only under these terms:

Cancelling a booking

Fee refunded

21+ day before activity start date

100%

20-8 days before activity start date

50%

7 days or less before activity start date

0%

1. All cancellations must be requested in writing by email to info@allbirths.co.uk and can only be considered received on receipt of acknowledgement from the us in return.

2. You will be charged for a session where cancellation or rescheduling is not made in writing by email to info@allbirths.co.uk.

3. If you wish to reschedule your booking, this must be requested in writing by email to info@allbirths.co.uk with a minimum of 48 hour notice. You may reschedule your booking within a 30-day period from the original booking date.

4. A full refund will be offered if your baby arrives unexpectedly before the course start date, as long as you contact us to tell us, as soon as is reasonably practicable; and a partial refund may be offered for any unattended sessions due to your baby being born unexpectedly, as long as you contact us to tell us, as soon as is reasonably practicable. You will not be refunded for any sessions that you have already attended.

5. If, for any reason AllBirths requires to change or reschedule a session or a course, you will be given as much notice as possible. If the new date is unsuitable, a full refund will be given.

6. If, for any reason AllBirths needs to cancel a session, you will receive a full refund for that particular session.

7. Please note that once payment has been made, your ticket is non-transferrable. This means that if for some reason you cannot attend and are not entitled to a refund, you cannot put the money towards anything else with AllBirths, including events or other courses.

8. If you cancel a contract and are entitled to a refund, we will usually refund you using the same method originally used by you to pay for your purchase. We will process the refund as soon as possible and, at the most, within 21 days of the day we received your valid notice of cancellation.

5. Waiver

1. AllBirths antenatal classes are taught by a qualified, registered midwife who gives general education advice about pregnancy, childbirth and caring for a newborn. Specific individual advice on your current pregnancy and wellbeing will not be given and clients must take queries about their own personal health or pregnancy to their midwife, GP, obstetrician or other appropriate health professional.

2. The antenatal class have been designed as a supplement to the information, advice and general instruction offered by the local NHS Trust. All course material provided is for general information purposes only and should not under any circumstances be construed in any way as being specific individual medical advice or instruction.

3. The AllBirths classes have been designed to be up to date and evidenced based at the time of teaching and represents the current United Kingdom guidelines and professional standards within maternity.

4. If you have any immediate medical or obstetric concerns please contact your maternity unit, GP, 111 or attend A&E.

5. AllBirths cannot accept responsibility or liability for any loss, damage or injury to any person or property arising out of or resulting from attendance at our classes. You are particularly advised to take care of all personal property and possessions.

6. Force Majeure

A force majeure event means any event which is beyond our reasonable control. Where a force majeure event gives rise to a failure or delay in us performing our obligations under these Terms, those obligations will be suspended for the duration of the force majeure event.

7. Intellectual property

1. All intellectual property rights in or arising out of or in connection with the courses and sessions are and will be owned or licensed by us.

2. AllBirths own the intellectual property rights for the antenatal classes and all material given as part of it. You may use it for your personal reference, you must not use any part of the materials form the antenatal classes for commercial purposes without obtaining a license to do so from the AllBirths Team.

8. Social media

1. AllBirths retains the rights to use images and materials from all classes as social media content. Permission will be sought beforehand as a courtesy.

2. We ask that permission is sought from AllBirths before posting social media content.

9. Confidentiality

1. All conversations within and about the classes shall be considered to be shared in confidence and may not be shared with third parties.

2. We will not at any time disclose to any person any confidential information provided in connection with the courses and sessions.

3. We may disclose your confidential information to our freelance midwives but only on a need-to-know basis in connection with the courses and sessions.

4. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the contract.

5. We will use any personal information you provide to us to:
6. provide the courses and the sessions;
7. process your payment for the courses and the sessions; and
8. inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
9. Further details of how we process personal information are set out in our Privacy Policy.

10. General terms

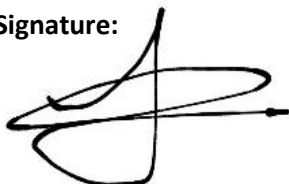
1. You may not transfer any of your rights under these Terms and Conditions to any other person. AllBirths may transfer its rights under these Terms and Conditions to another business where we reasonably believe your rights are not affected.
2. AllBirths shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
3. AllBirths cannot accept responsibility or liability for any loss, damage or injury to any person or property arising out of or resulting from attendance at our classes. You are advised to take care of all personal property and possessions.
4. AllBirths cannot be liable in any way for the acts of omissions of others.
5. You warrant that all information provided by you for the purpose of this activity is complete and accurate.
6. These Terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these Terms.

11. Contact

1. How to contact us. You can contact us by writing to us at info@allbirths.co.uk
2. How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your booking. If we have trouble contacting you by either of those means, we will send you a text message by SMS.

AllBirths - Jadesola Oginni

Signature:

A handwritten signature in black ink, consisting of several loops and a horizontal line extending to the right.

Client name:

Client Signature:

Date: