Terms and Conditions

These Terms and Conditions (**Agreement**) govern your use of the website and services offered by Louenna's Bump, Birth & Baby. By accessing or using this website or by booking a class with Louenna's Bump, Birth & Baby, whether through the website or by contacting Louenna's Bump, Birth & Baby about the Services or matters related to the Services, you agree to comply with the Agreement.

These Terms and Conditions are subject to change from time to time.

1. Services Offered

- 1. Louenna's Bump, Birth & Baby offers pregnancy antenatal and postnatal education services (the **Services**). The Services are provided for informational and educational purposes only.
- 2. The Louenna's Bump, Birth & Baby Instructor is not a medical professional, and the Services should not be considered as a substitute for professional medical advice.

2. Location of Services

- 1. If Louenna's Bump, Birth & Baby needs to amend the time or the venue at which your class or Service is normally held or delivered, she will endeavour to provide you with two business days' notice.
- 2. Where the time of the Service is changed by Louenna's Bump, Birth & Baby with less than 1 hours' notice and / or the venue is changed to a location which is within a 3-mile radius of the original confirmed venue, you will not be entitled to a refund.

3. Refunds and Cancellations

- 1. Louenna's Bump, Birth & Baby is under no obligation to refund or transfer any paid funds for any Services in the event you are unable to attend part of or an entire Service or session at which the Services are offered.
- 2. Louenna's Bump, Birth & Baby is under no obligation to make arrangements for an alternative Service unless Louenna's Bump, Birth & Baby cancelled the Service, in which case,

Louenna's Bump, Birth & Baby will use reasonable endeavours to re-arrange the cancelled Service.

- 3. If any full or partial refund is offered it is done entirely at the discretion of Louenna's Bump, Birth & Baby and it does not create a future right of refunds.
 - 4. If the Services are cancelled, varied or delayed for any reason by Louenna's Bump, Birth & Baby, your instructor will offer an alternative date and time on which to deliver the Services within 28 days following the original cancellation. If several Services are cancelled the date on which the 28 day period will run is the latest date the Service was due to take place.
 - 5. If your pregnancy health care professional (who, for the avoidance of doubt, is <u>not</u> our instructor) advises you to cease attending classes or engaging with any of the Services you must adhere to this advice. Upon receipt of a midwife or note from a doctor, your account with Louenna's Bump, Birth & Baby will be credited with the value of booked and unused Services for use postnatally. The credit must be used by making a booking with Louenna's Bump, Birth & Baby within three months of your child's date of birth, for Services taking place within 9 months of your child's date of birth. If the credit is not used within the timeframes specified in this clause 3.6 the credit will expire and will not be refunded to you.
- 6. If your medical professional advises you and / or your child to cease attending classes or engaging with any of the Services, on production of a note from that medical professional, Louenna's Bump, Birth & Baby will offer you a full refund for Services which have been booked but have not taken place.

4. Force Majeure

- 1. A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear chemical or biological contamination or sonic boom, any law or action taken by a government or local authority, including without limitation imposing an export or import restriction, quota, or prohibition, collapse of buildings, fire explosion or accident, labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors.
 - 2. If Louenna's Bump, Birth & Baby is prevented, hindered or delayed in or from performing any of her obligations under this Agreement by a Force Majeure Event she will not be:

- (a) in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations; and / or
- (b) obliged to provide a full or partial refund for any affected Services.

5. Personal Property

- 1. All property taken to a class or Service is at your own risk.
 - 2. Louenna's Bump, Birth & Baby will not be held responsible for any loss or damage sustained to any personal possessions before, during or after a class or Service.

6. Exclusion of Liability

- 1. Louenna's Bump, Birth & Baby will endeavour to provide accurate and reliable information, save that she does not guarantee the completeness, accuracy, or timeliness of the content on her website.
- 2. Your use of the website and services is at your own risk.
- 3. Louenna's Bump, Birth & Baby shall not be liable for any direct, incidental, special, or consequential damages arising out of or in connection with the use of the website or services.
- 4. You are responsible to decide whether to use the Services and participation is at your own risk.
- 5. You take full responsibility for the well-being of yourself and your unborn child, generally, and whilst using the Services.
- 6. You take full responsibility for seeking out professional medical advice from the appropriate sources and following that advice.

7. Your Responsibilities

- 1. When using the website and Services, you agree to:
 - 1. Provide accurate and up-to-date information during registration and / or booking.
 - 2. Respect the intellectual property rights of others and not infringe upon any copyrights or trademarks.
 - 3. Use Louenna's Bump, Birth & Baby services for lawful purposes only and not engage in any activities that may violate local, state, national, or international laws or regulations.
 - 4. Behave in a respectful and appropriate manner when interacting with your instructor and others.

- 2. By accessing or using the website and Services and / or by booking any of the Services directly with Louenna's Bump, Birth & Baby you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with any provision of this Agreement, please refrain from using our website and services.
- 3. You agree that in further consideration of being permitted to participate in Louenna's Bump, Birth & Baby, you (on behalf of yourself, your heirs, assigns and legal representatives) irrevocably, unconditionally, knowingly and voluntarily waive (to the extent permitted by the law of England and Wales) any claim you may have against Louenna's Bump, Birth & Baby or our instructor and their employees or agents for any injury, damage or loss (of any nature) that you may sustain as a result of booking and / or engaging in the Services.

8. Intellectual Property

- 1. All content and materials provided on my website, including but not limited to text, graphics, images, logos, videos, and audio clips, are the intellectual property of Louenna's Bump, Birth & Baby.
- 2. You agree not to reproduce, distribute, modify or create derivative works of any materials.

9. Privacy

1. Louenna's Bump, Birth & Baby values your privacy and handles your personal information in accordance with the Privacy Policy. By using the website and services, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

10. Modifications to the Agreement

1. Louenna's Bump, Birth & Baby reserves the right to modify or update these Terms and Conditions at any time without prior notice. Any changes will be effective immediately upon uploading to the Louenna website.

2. It is your responsibility to review this Agreement periodically to stay informed about any updates.

11. Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

12. Email Marketing

Your contact details will not be shared with any other third parties. By agreeing to these terms and conditions, you agree to receive email updates from us.

If you have any questions or concerns regarding these Terms and Conditions, please contact me at bumpbirthandbaby@louenna.com.