

# TERMS AND CONDITIONS

The website (<https://www.thesleepnurturer.co.uk>) is a website operated by The Sleep Nurturer. To contact us, please email us at [thesleepnurturer@gmail.com](mailto:thesleepnurturer@gmail.com) or contact via the Contact Page.

## PLEASE READ ALL THESE TERMS AND CONDITIONS

### APPLICATION

These Terms and Conditions will apply to the purchase of services and goods by you (the **Customer** or **you**). We are The Sleep Nurturer with email address [thesleepnurturer@gmail.com](mailto:thesleepnurturer@gmail.com) (the **Supplier** or **us** or **we**).

### BY USING OUR WEBSITE YOU ACCEPT THESE TERMS

By using our website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our website. We recommend that you print a copy of these terms for future reference.

### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of our website:

- Our Privacy Policy which sets out how we deal with your personal data and provides information about the cookies on our website.

### WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

### WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our website from time to time to reflect changes to our products or services, our users' needs and our business priorities.

### WE MAY SUSPEND OR WITHDRAW THE WEBSITE

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any

suspension or withdrawal. You are responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **HOW YOU MAY USE MATERIAL ON OUR WEBSITE**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your own personal use and you may draw the attention of others to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **THE INFORMATION ON THIS WEBSITE DOES NOT REPLACE MEDICAL ADVICE**

We are not medical professionals. Neither the information provided on the website nor our services is intended to replace the information, services or advice of medical professionals. We strongly recommend you seek professional medical advice if you have concerns about the health and wellbeing of your child.

Whilst we have utilized our best professional endeavours and skills, we do not guarantee any specific outcome from the website or our services.

Although we make efforts to update the information on our website, we make no guarantees whether expressed or implied, that the content on our website is accurate, complete or up to date.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where the website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as

approval by us of those linked websites or information you may have obtained from them. We have no control over the contents of those websites or resources.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence.

Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy, a copy of which is available on the website.

## **UPLOADING CONTENT TO OUR WEBSITE**

Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you must comply with the content standards set out in our Acceptable Use Policy below. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant to us a limited licence to use, store and copy and to distribute and make it available to third parties.

We also have the right to disclose your identify to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on the website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy below.

You are solely responsible for securing and backing up your content.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that the website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website.

You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## **RULES ABOUT LINKING TO THE WEBSITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.

If you wish to link or make any use of content on our website other than that set out above, please contact us via [thesleepnurturer@gmail.com](mailto:thesleepnurturer@gmail.com).

## **ACCEPTABLE USE POLICY**

This Acceptable Use Policy sets out the content standards that apply when you upload content to our website, make contact with other users on our website, link to our website, or interact with the website in any other way.

### **Prohibited Uses**

You may use our website only for lawful purposes. You may not use our website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;

- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any equipment or network on which our website is stored;
- any software used in the provision of our website; or
- any equipment or network or software owned or used by any third party.

#### Interactive Services

We may from time to time provide interactive services on the website, including, without limitation:

- chat rooms;
- bulletin boards;
- blog Posts;

(jointly the “interactive services”).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## Content Standards

These Content Standards apply to any and all material which you contribute to our website ("Contribution"), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The Standards apply to each part of any Contribution as well as to its whole.

We will determine, in our absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us or our company, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are

likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;

- contain any advertising or promote any services or web links to other websites.

### Breach Of This Policy

When we consider that a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Website Terms and Conditions upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of any Contribution uploaded by you to our website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Acceptable Use Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, if you are resident of England you may also bring proceedings in England, or if you are a resident of Wales you may also bring proceedings in Wales.

### BASIS OF SALE

The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

The Order process is set out on the Website. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order. You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you.

By placing an order, you are confirming that you have read and understood the information provided on the website and wish to proceed with the package you have booked.

## REFUND POLICY

1. The purchase of any one-to-one consultation (the "Consultations") will be deemed as acceptance of the following terms and conditions.
2. The full fee is due upon booking your consultation with The Sleep Nurturer.
3. If the consultation is cancelled by the Client (the payer and receiver of the consultation) the following terms and conditions apply:  
Cancellations made 72 hours or more before the consultation will receive a full refund. Cancellations made between 48 and 72 hours before the consultation will receive a 50% refund. Cancellations made less than 48 hours before the consultation will receive a 25% refund. No refunds will be issued once the consultation is completed unless I should need to terminate our contract for any reason in which event you will be refunded for the remaining days of unused support.
4. If a Client demonstrates exceptional circumstances as the reason for a cancellation within 48 hours of the booking time, The Sleep Nurturer may accept a rescheduled appointment.
5. The Sleep Nurturer reserves the right to cancel Consultations at short notice due to personal circumstances. In the event of that happening, the Client will be offered a rescheduled consultation or a full refund if preferred.
6. If the Client's child has an underlying health condition impacting on their sleep, The Sleep Nurturer reserves the right to not proceed with the Consultation. If this is the case, the Client will receive a full refund.



7. Should The Sleep Nurturer need to terminate the contract with the Client for any reason, the Client will be refunded for the remaining days of unused support.
8. Advice given by The Sleep Nurturer is intended as advice related to sleep and is not intended as a substitute for medical advice from a GP or other medical expert.
9. In respect of each Sleep Plan created by The Sleep Nurturer for the Client, the Client agrees that it shall not provide the Sleep Plan to any third party who is not a Client.
10. The Sleep Nurturer advises to the best of their ability, experience and training but does not accept responsibility or liability for sleep and behavioural work that does not achieve the desired result following the Consultation process.
11. If, in the weeks and months after the Consultation's follow-up support finishes, the Client's child experiences a relapse in sleep, the Client will not be eligible for a refund. Sleep regressions are a normal occurrence in young children's sleep and there can be a number of different causes for this, unrelated to advice given by The Sleep Nurturer.

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