

LUNA BIRTH SERVICES - TERMS AND CONDITIONS

This page sets out the terms and conditions for booking our Courses and sessions (the "Terms"). Please read these Terms carefully before booking with us. Any booking of a Course or session assumes full and informed compliance to and agreement with all of these terms and conditions of sale. In the event of a dispute, Irish law pertains. Within these Terms "Luna Birth Services", "we" or "us" or "our" means Luna Birth Services (business registration number: 667150) and "you" and "your" means you, our client or potential client who is booking a place on one of our Courses or sessions.

These terms and conditions apply to but are not limited to our -

- website: www.lunabirthservices.ie
- social media accounts:
 - www.instagram.com/lunabirthservices
 - www.facebook.com/lunabirthservicesire
- Courses: <https://lunabirthservices.ie/hypnobirthing-classes-1> and
<https://lunabirthservices.ie/calm-caesarean-course> and
<https://lunabirthservices.ie/mother-blessing-ceremony>

(our "content, products and services")

You may not:

1. modify or copy the materials provided in our content, products and services (the "materials");
2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial). This includes sharing login details.
3. remove any copyright or other proprietary notations from the materials; or
4. transfer the materials to another person or 'mirror' the materials on any other server.

In the event these terms are breached, access will be revoked and any payment made will not be refunded.

Payments:

Group Courses

- A non-refundable booking deposit of EUR100 is required to initially confirm your place on your chosen group Course.
- The balance of the Course fee must be paid in full two weeks before the first session of the group Course. If payment is not made at this time, your place will be re-advertised.

Private Courses

- A non-refundable booking deposit of 50% of total Course investment is required to initially confirm your place on your chosen private Course.
- The balance of the Course fee must be paid in full two weeks before the first session of the private Course. If payment is not made at this time, your course dates will be re-advertised.

- Payment must be made in full before your booking can be finally confirmed.
- Course fees are non refundable except under exceptional circumstances.
- Payment is made for a full course as advertised and not for individual sessions.
- Flexible payment terms must be agreed in advance.
- Materials will be available up to 3 months after baby's birth after which time Google Drive Folders will be deleted.

Refunds:

Due to the very high demand for these Courses, we have a strict refund policy to try to prevent people taking a place and then dropping out, thereby preventing someone else taking the place.

- You will have a 14 day cooling-off period to cancel a booking, you must inform us by emailing louise@lunabirthservices.ie and notice of this cancellation must be received by us on or before the expiry of the 14 day cooling-off period. The booking deposit of EUR100 and administration fees is non-refundable.
- You may cancel your Course or session booking at any time by letting us know of the cancellation by email.
- If you cancel more than six weeks before the start of the Course then you will receive a full refund of any monies paid, less EUR100 booking deposit and administration fees.
- If you cancel between 14 working days and six weeks before the start of the Course we will refund 50% of any monies paid toward the total cost of the Course, less EUR100 booking deposit and administration fees.
- If you cancel less than 14 working days before the start of the Course then NO refund will be given. However, under exceptional circumstances (i.e. should your baby arrive before the first Course date (evidence of date of birth will be required) as long as you contact us to tell us, as soon as is reasonably practicable), we can offer a full refund of any monies paid, less EUR100 booking deposit and administration fees, at any point up until the Course begins.
- A partial refund of any monies paid may be offered for any unattended Course 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 Course sessions that you have already attended.
- After you have attended the first Course, no refunds will be offered of any monies paid.
- If the government legally imposes movement restrictions due to Coronavirus, group and private Course will be offered virtually on the same date and time.
- If you decide not to attend a Course which is running due to Coronavirus, no refund will be offered of any monies paid.
- No partial refunds or discounts will be offered retrospectively.
- For participants taking a private one to one course, 48 hours notice must be given by you in changing appointment dates or times.
- We require a minimum number of participants to run group Courses. If this number has not been met, we reserve the right to cancel the Course and an alternative date or full refund will be offered of any monies paid.
- If for any reason we need to reschedule a session you will be given as much prior notice as possible. In the rare case that a Course venue needs to be altered, a new venue will be found nearby. In this situation no refund will be offered of any monies paid.
- Under exceptional circumstances, we may need to cancel your booking. If we do we will always try to offer you a suitable alternative. If you choose not to accept this, we will offer you a full refund of any monies paid.
- We reserve the right to amend or cancel any Course, Course times, dates or published prices. Changes to Course price, times and dates will be advised before the Course start date. All prices maybe subject to change without notice and are not guaranteed, except prices for services already booked as shown.
- Any local pay and display parking costs will be payable by you and are not included in the Course cost.
- Lunch is not included in the Course cost.
- 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 of any monies paid, you cannot put the money towards anything else with Luna Birth Services, including events or other Course.
- Course are intended for expectant parents or expectant mother/birthing person and their birth partner. Other individuals are not authorised to attend the Course.
- If you cancel a booking 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 7 days of the day we received your valid notice of cancellation. Once we have processed the refund, it may take 5-10 working days for the refund to be back in your account.

The Booking Process:

We advertise our Courses and other services on our website at www.lunabirthservices.ie (the "Website"). We may use a third-party website to process your booking.

Please note, when you click on the “Pay” button this becomes a contractual offer between us and you. A contract will be formed between us on the date that you receive our confirmation email.

If we are unable to accept your order, we will inform you of this and will not charge you for the Course selected.

With the exception of our own prescribed Course materials, any views, opinions or information expressed or provided by our teachers are not the views, opinions or information of Luna Birth Services and Luna Birth Services will not be responsible or liable for such views, opinions or information.

The Courses will be provided at the locations indicated on our Website or privately (in our or your own home), in accordance with your booking.

Depending on the Course, light food and refreshments may be provided, so please ensure that you provide us with any dietary requirements at the time of booking the Course. Lunch is not provided on the Courses.

Luna Birth Services reserves the right to decline any application to attend any of its Course.

How to contact us?

Our contact email address is louise@lunabirthservices.ie

Disclaimer

Services accessed through third-party providers are subject to their terms and conditions.

Any health information and links, whether provided by Luna Birth Services or by contract from outside providers, is provided simply for your convenience.

Any advice or other materials in the services are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical advice based on your individual condition and circumstances. The advice and other materials we make available are intended to support the relationship between you and your healthcare providers (for example Midwife, GP, Obstetrician or other appropriate health professional) and not replace it. We are not liable or responsible for any consequences of your having read or been told about such advice or other materials as you assume full responsibility for your decisions and actions. In particular, to the fullest extent permitted by law, we make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the advice, other materials and information published as part of the services. Any information or advice whatsoever provided by Luna Birth Services, its instructors, or its representatives in respect of birthing, antenatal and postnatal care is generic and informative and does not substitute, supplement or complement any other advice or guidance provided by your medical professional(s) and only a medical professional should implement or agree any changes to any birthing related care plans.

Please do consult your medical practitioner before using our products and do not consider our services as substitute for medical advice. Any questions or doubts that you have about the use of any devices such as the ‘WinnerFlow’ or hypnobirthing by you or any third party in any part should be discussed by you with your medical caregiver and the safety of or the appropriateness of any device or this programme to you or any third party whom you represent be confirmed with your medical care giver prior to undertaking the programme.

Using hypnobirthing techniques is not a substitute for the advice of or the presence during birth or any part of pregnancy or labour of a qualified medical practitioner. It does not represent in fact or otherwise an alternative to appropriate medical care or for professional medical advice in any way, shape or form.

Hypnobirthing is intended solely as an aid to help increase the comfort of labour and birth and is not in any way a guarantee or promise of expected, imagined or actual outcome of the labour or birth in any way, shape or form.

Luna Birth Services accept no responsibility or liability for any loss, damage or injury to any person or property arising out of or resulting from attendance at our Courses or for the inappropriate use of any device such as the ‘WinnerFlow’ or hypnobirthing techniques or complications or harm to any third party resulting from the use of any devices such as the ‘WinnerFlow’ or hypnobirthing techniques as a substitute for medical advice. You are particularly advised to take care of all personal property and possessions.

Luna Birth Services Courses have been designed as a supplement to the information, advice and general instruction offered by the HSE. All Course material provided is for general information purposes only and should not under any circumstances be construed in any way as being particular individual medical advice or instruction.

If you, or your partner, feel unwell whilst in attendance at the sessions you should immediately seek the advice of your midwife, GP or other appropriate health professional.

Participation in hypnobirthing Courses in any part or in total by any person or third party is undertaken with the understanding by any persons or third party that no litigation or legal action whatsoever will be initiated or that no

form of compensation or reimbursement or refund will be claimed or applied for at any time now or in the future against Luna Birth Services, its instructors, or its representatives under any circumstances whatsoever.

All Course material provided is for general information purposes only and should not under any circumstances be construed in any way as being particular individual medical advice or instruction.

We accept no responsibility for any of the decisions you make in regards to your pregnancy and birth.

Luna Birth Services accepts no responsibility or liability for any injury caused by taking part in any physical activity on the Courses. When taking part in any physical activity on our Courses, you are responsible for ensuring your space and equipment are safe to use.

Luna Birth Services accepts no responsibility or liability for any loss, damage to any property arising out of or resulting from attendance at our Courses.

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 or the negligence of our employees or for fraud or fraudulent misrepresentation.

Any statutory rights which you have, which cannot be excluded or limited, will not be affected by these Terms.

We will not be liable to you in respect of any losses arising out of a force majeure event. 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.

Privacy

Luna Birth Services respects your right to privacy and will protect the general information that you have provided as part of your application to attend any of our Courses. We will not share your information with 3rd parties. We will protect your data from misuse, unauthorised access, disclosure and alteration to the best of our ability.

When booking a Course with us, you will be subscribed to our mailing list. You may unsubscribe from this at any time. You also agree that Luna Birth Services shall hold your details on file and on computer and, in accordance with GDPR regulations, you have the right to view, amend or delete your individual file by giving not less than seven days' written notice. We treat your personal data with the utmost care and keep only relevant information to process your booking or membership.

Intellectual Property

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.

Confidentiality

We each undertake that we will not at any time disclose to any person any confidential information provided in connection with the Courses and sessions.

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

How we may use your personal information

We will use any personal information you provide to us to:

- i. provide the Courses and the sessions;
- ii. process your payment for the Courses and the sessions; and
- iii. inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

Further details of how we process personal information are set out in our Privacy Policy.

Warranties

We warrant that the services provided under these Terms will be provided with reasonable skill and care.

You warrant and represent to us that:

- i. you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these Terms;
- ii. the information provided in or in connection with your booking request is accurate and complete;

- iii. you will be able to attend the hypnobirthing Course or session at the time and at the place advertised or agreed;
- iv. you meet the pre-requisites and qualification criteria for attending the Courses and sessions set out on our Website;
- v. you shall co-operate with us in all matters relating to the Courses and sessions;
- vi. you shall comply with all applicable laws, including health and safety laws;
- vii. you shall keep all of our books, materials and other property that we provide to you as part of the Course or session in safe custody at your own risk; and
- viii. you are at least 18 years of age.

Inclusivity Policy

Luna Birth Services is committed to providing equality of opportunity, valuing diversity and promoting a culture of inclusion.

Our purpose is that our staff and trainers, teachers and parents reflect the diversity of the regional, national, and international communities that we serve. We aim to be a place where people can be free to be themselves no matter what their identity or background.

By creating a working, learning and social environment in which individuals can utilise their skills and talents to the full without fear of prejudice or harassment, we aim to create a culture where everyone can reach their fullest potential.

We will ensure that equality is embedded in all of our activities, policies and decisions and will work with our partners to share good practice.

Website Terms Of Use

This page tells you the terms of use on which you may make use of our website www.lunabirthservices.ie (our site). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us

This is a site operated by Luna Birth Services. We are registered with Companies Registration Office in Ireland.

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

When using our site, you must comply with the provisions of our acceptable use policy.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. 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 material on our site must always be acknowledged. You must not use any part of the materials on our site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our site.

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site

Contracts for the supply of goods OR services OR information formed through our site or as a result of visits made by you are governed by our terms and conditions of supply.

Linking to our site

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, but 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 from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use 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 the law of Ireland.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your concerns

If you have any concerns about material which appears on our site, please contact louise@lunabirthservices.ie

Thank you for visiting our site.