

# PĒPI AND PARENT CONSULTATION TERMS AND CONDITIONS

## GENERAL

- 1.1 In these Terms:
- (a) **Agreement** means any order or booking relating to a Consultation, together with these Terms.
  - (b) **You** means the person booking the Consultation. A Consultation may be booked for you or for a minor of whom you are the parent or legal guardian.
  - (c) **Consultation** means the applicable Pēpi and Parent Consultation session.
  - (d) **We or Us** means Caylin Dickson trading as Pēpi and Parent and her successors and assigns.
  - (e) **Terms** means these Terms and Conditions.
  - (f) **Website** means [www.pēpiandparent.co.nz](http://www.pēpiandparent.co.nz).

## 2. PURCHASE AND PRICE

- 2.1 A Consultation is booked via the Website or by email, for the price (which includes Goods and Services Tax) stated on the Website.
- 2.2 Each Consultation booking will constitute a separate contract on the terms of this Agreement.

## 3. PAYMENTS

- 3.1 **Payments when booking:** The price for a Consultation is payable at the time of booking or on receipt of our invoice, as applicable.
- 3.2 **Credit card payments:** If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full. This includes where chargebacks are applied to your payment.
- 3.3 If paying by deposit the remaining appointment balance will be automatically charged to the card on file 24 hours prior to booked appointment time

## 4. CANCELLATIONS, RESCHEDULING AND REFUNDS

- 4.1 **Cancellations:** You may cancel a 1:1 Sleep Support Consultation booking via your booking confirmation at least 7 days beforehand and receive a refund. You may cancel a Package Consultation booking via email at least 14 days beforehand and receive a refund. If you wish to cancel later than the allowed period, please email us to discuss your options.
- 4.2 Other than as set out above we do not cancel bookings or provide refunds except as required by law.
- 4.3 **Rescheduling:** You may reschedule a 1:1 Sleep Support Consultation booking on at least 72 hours' notice via your booking confirmation. If you want to reschedule within 72 hours, please email us to discuss your options.
- 4.4 If we cannot proceed with a scheduled Consultation or session, we will notify you as early as possible to reschedule.

## 5. INFORMED CONSENT TO TREAT

- 5.1 **Medical Information:** You confirm that any medical you provide to us is correct to the best of your knowledge. You also agree to complete and submit the required intake form at least 5 days before the Consultation to enable us to prepare and provide a quality service.

## 6. DISCLAIMERS AND LIABILITY

- 6.1 **Consumer Guarantees Act:** As a consumer, you have certain rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Those rights apply alongside these Terms and are not affected by anything in this clause.
- 6.2 **Consultation disclaimers:**
- (a) You acknowledge that the content we provide does not constitute medical or mental health advice. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
  - (b) We do not and cannot guarantee that you will achieve specific results from the Consultations.

## 7. GENERAL

- 7.1 **Confidentiality and copyright:** We will maintain confidentiality in relation to any information exchanged with you. You agree not to share any written material we provide to you as it is for your personal use, and you recognise that we claim copyright over all our written material.
- 7.2 **Events outside our control:** If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or ingredients, embargo, accident, emergency, inclement weather, natural event or other contingency interferes with delivery by us or with the performance by us of any of our obligations under this Agreement then we may at our sole discretion suspend our performance of any such obligation or cancel this Agreement and will not be liable to you in any respect.
- 7.3 **Severability:** If any clause or provision of this Agreement is held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment will not affect the remaining provisions of this Agreement which will remain in full force and effect

as if such clause or provision held to be illegal or unenforceable had not been included.

**Waiver:** This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We may only waive a term or condition in writing, and such waiver will only apply to the particular transaction to which it refers.

## 7.5 Privacy Policy:

- (a) You consent to us collecting your personal and medical information for the purposes of providing our Consultation services. This may include communicating with your other health providers such as your family doctors.
- (b) We will comply with relevant privacy laws in New Zealand including the Privacy Act 2020 in respect of any personal information collected in connection with the supply of our services. We confirm that any personal information we collect in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in delivery of our services, such as the booking vendor.
- (c) If you have any questions about privacy or wish to make a request under the law, you can contact Caylin Dickson at [pēpiandparent@gmail.com](mailto:pēpiandparent@gmail.com).

**Electronic Communications:** You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages, please use the "unsubscribe" function and you will be removed from the mailing list.

**Governing law and jurisdiction:** This Agreement is governed by and construed in accordance with the laws of New Zealand in English, and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.