

Terms and Conditions – Antenatal Course (version of [27th of June 2022])

This document constitutes a contract between you and Our Parenting Journeys Sàrl (hereinafter: "OPJ") and applies to the Transition to Parenthood Antenatal Course delivered by OPJ.

You should read these terms and conditions carefully and raise any questions and concerns that you have.

The contract is concluded once you have booked onto an antenatal course and checked the box "I have read and understood the terms and conditions of [27th of June 2022] and the disclaimer of [27th of June 2022]" and if OPJ does not decline your booking within 48 hours.

The client agrees to pay fees for the service on the terms and conditions set out below. In return for the fees payable by the client (or by a third party on their behalf), OPJ agrees to provide the service in accordance with the terms and conditions set out below.

1. Service: Transition to Parenthood Antenatal Course

- 1.1. The services to be provided by OPJ are antenatal preparation services. Our classes are taught by a range of appropriately qualified professionals including midwives, clinical psychologists, parenting coaches and sleep specialists who will give general educational advice according to their specific role about pregnancy, childbirth, infant nutrition, transitioning to parenthood and baby care.
- 1.2. Individual advice on your own current pregnancy and well-being cannot be given under any circumstances and you must take queries about your own personal health or pregnancy to your midwife, GP, obstetrician or other appropriate health professional.

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

- 1.3. OJP antenatal courses have been designed to be up to date and based on available evidence at the time of teaching and to represent the current accepted professional standards with regard to general maternity and parenting advice.

OPJ makes no guarantees regarding the results that you will see from attending the antenatal course or using the information provided. Reliance on any information provided by OJP is solely at your own risk.

2. Payment and fees

- 2.1. The fees for the antenatal course shall be as set out on the website.
- 2.2. Payment must be made in advance of the antenatal course starting via OJP online payment and booking system.

3. Cancellations by OPJ and refund

- 3.1 If for any reason OPJ cancels a course, you will be notified as soon as possible and OPJ will try to offer you an alternative date.

In particular, you are made aware of the fact that the course requires a minimum number of participants to run.

- 3.2 In the event that a course that is booked is discontinued due to OJP, you will be entitled to a pro rata refund.

- 3.3 It may be necessary for courses times and dates to be changed. If the new time or date is not convenient to you OPJ will try to offer you an alternative, but no guarantee is made that OPJ will be able to find a new time or date that works for all course participants. If OPJ is unable to find a suitable alternative date and time you will be entitled to a refund.



- 3.4 In the unlikely event that the course venue is changed, and a new venue is found within 5 miles of the original venue, no refund will be available, notwithstanding that you may not find the new venue as convenient as the original venue.

4. Cancellations by the client and refunds

- 4.1. A 75% refund will be issued where the participant cancels, in writing, 4 weeks or more before the start date of their course. A 50% refund will be issued where the participant cancels, in writing, 2-4 weeks before the start date of their course.
- 4.2. Aside from the situations described in paragraph 4.1, no refunds can be issued for cancellation by a course participant although OJP may, in its sole and absolute discretion, offer a full or pro rata refund (as applicable) in exceptionally sad circumstances where a miscarriage or still birth prevents a course participant from starting or attending the remainder of a course they have paid for. For the avoidance of doubt, OJP' discretion to refund in these sad circumstances does not extend to where classes or courses are missed or cancelled due to the premature or early arrival of a baby.
- 4.3. If the course is being run online, sessions that cannot be completed due to technical problems on your side (including, but not limited to, lost internet connection) will be charged as normal.

5. Termination

- 5.1. OPJ shall be entitled to terminate this contract and cease to provide you with any services with immediate effect in the event that you:
- fail to pay when due your fees;
 - act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or collaborator of OPJ, any teacher or lecturer who provides the course or any other parent who attends the course;
 - steal or act in fraudulent or deceitful manner towards our employee or collaborator of OPJ, any teacher or lecturer who provides the course or any other parent who attends the courses;
 - intentionally or recklessly damage our property or the property of our employees or other parents attending premises OPJ is using for the course;
 - are intoxicated through alcohol or illegal drugs while on premises OPJ is using for the course;
 - commit any criminal offence committed on premises OPJ is using for the course or where the victim is an employee of OPJ or another parent on the course;
 - are in other breach of these terms and conditions.
- 5.2. On termination the responsibility and liability clause and confidentiality clause shall continue notwithstanding such termination.

6. Responsibility & Liability

The disclaimer of [27th of June 2022] is applicable and forms part of this contract.

7. Photography and Video

- 7.1. From time to time OPJ may request to take photographs or shoot video during an antenatal class to use for marketing and promotional purposes, which may include, but is not limited to, use on social media, promotional materials or our website.



7.2. You will be asked whether or not you consent to being included in these images or footage. Where images are used in this way no additional personal information or names will be linked to them, unless specific additional permission is sought from the individuals involved.

8. Confidentiality

- 8.1. During antenatal courses, sensitive and personal information can be shared at times and so confidentiality is important. You must be comfortable sharing any information you disclose directly to the group during a session.
- 8.2. OJP antenatal leads are required to have regular supervision sessions where they discuss aspects of their work. In such supervisions, antenatal leads do not reveal individual identities and supervision itself is confidential between antenatal lead and supervisor. By contracting with us you give your consent to such sessions.
- 8.3. Concerns and questions can be discussed privately with your antenatal lead. In this instance any information you share will remain confidential between your antenatal lead and yourself.
- 8.4. Exceptions to confidentiality are as follows:
 - Where you give your consent for information you have disclosed to be shared with a third party;
 - Where the antenatal leads are compelled to by regulation or law; or
 - Where the information is of such gravity that confidentiality cannot be maintained. This includes instances in which your antenatal lead considers in their sole discretion the client or others could be in immediate danger; or
 - Where the situation concerns a safeguarding issue regarding the welfare of a minor.
- 8.5. OPJ requires that you provide an emergency contact name and telephone number, to be used only in the event of an emergency, such as sudden illness or accident.

9. Intellectual Property

- 9.1. All Intellectual property rights in the course materials are, and remain, OPJ's property or its licensors', whether adapted, written for or customised for the client or not.
- 9.2. You are not authorised to:
 - copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the course materials without OPJ's prior written permission;
 - record on video or audio tape, relay by videophone or other means the course;
 - use the course materials in the provision of any other course or training whether given by us or any third party;
 - remove any copyright or other notice of OJP on the course materials.
- 9.3. Breach by you of this clause shall allow us to immediately terminate our contract with you and cease to provide you with any services. OPJ reserves the right to seek compensation for any damages.

10. Data Protection

- 10.1. Under this contract, OPJ will obtain, use and disclose (together "**Use**") certain information about you ("**Data**"). This statement sets out the principles governing our Use of Data. By booking onto an antenatal course you agree to this Use.
- 10.2. When you register with OPJ you will need to provide certain Data such as your contact details and demographic information. OPJ will store this Data and use it to contact you, provide you with details of the course you have booked onto.



- 10.3. Unless you click on the relevant button on the Registration Form, OPJ may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles.
- 10.4. OPJ will not pass any personal data onto anyone outside of OJP.
- 10.5. OJP endeavour to take all reasonable steps to protect your personal Data, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

11. Complaints

Please contact OPJ in the first instance should you wish to discuss any aspect of your care or this contract.

12. Applicable law and jurisdiction

These Terms and Conditions are governed by Swiss law, to the exclusion of any other foreign legislation. The place of jurisdiction is Geneva, Switzerland.

