

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply our services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us and engage our services. These terms tell you who we are, how we will provide our service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **dark blue** and those specific to businesses only are in **light blue**.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are: We are 'The Go-To Nanny Sleep and Parenting Consultant'. We offer coaching services centered around sleep consultancy, parenting consultancy and workshops. The consultant and coach for 'The Go-To Nanny Sleep and Parenting Consultant' is Lucy Shakespeare of 16 White Cloud Park Southsea Hampshire PO4 9SS hereinafter referred to us 'We' 'Our' and/or 'Us'.

2.2 How to contact us. You can contact us by completing the contact form at our website or by writing to us at 16 White Cloud Park Southsea PO4 9SS or emailing us at info@thegotonanny.co.uk

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or in the contact form on our website.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept and confirm the booking, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the service or because we are unable to meet a deadline you have specified.

4. Your rights to make changes

If you wish to make a change to the services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1 We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) If we need to rearrange the date of the service. See clause 6.4
- (c) If there is an error in the price. See clause 12.3

6. Providing the Service

6.1 If you have ordered a one-off service, we will begin the services on the date agreed with you during the order process and will use reasonable endeavours to ensure that the services are supplied on this date.

6.2 If you have ordered a subscription service or ongoing services we will supply the services on the agreed dates until either the services are completed or the subscription expires or the contract ends as described in clause 7 or we end the contract as described in clause 9

- 6.3 We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.4 We might need to rearrange the date of the service.** If so, we will give you 24 hours' notice expect in a case of an emergency or an unforeseen circumstance in which case less than 24 hours' notice might be provided.
- 6.5 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 6.6 If you need to rearrange the date of the service and you are a consumer you must provide at least 24 hours' notice to us.** If you provide less than 24 hours' notice we will charge you the full amount payable for the services in accordance with clause 7.6 of these terms.
- 6.7 If you need to rearrange the service and you are a business customer you will be charged in accordance with clause 7.7 of these terms.**
- 6.8 What will happen if you do not give required information to us.** We require detailed information from you so that we can supply the services to you. We request this information in our client assessment form. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 6.9 If you have special requirements** and these are not disclosed to us during the order process or on the client assessment form we may make an additional charge for any extra work. We will not be responsible for supplying the services late or being unable to supply the service as a result of the undisclosed special requirement
- 6.10 Reasons we may suspend the service to you.** We may have to suspend the service to:
- (a) update the product to reflect changes in relevant laws and regulatory requirements;
 - (b) make changes to the services as requested by you or notified by us to you (see clause 5).

6.11 We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the services. We will not suspend the service where you dispute the unpaid invoice (see clause **Error! Reference source not found.**). We will not charge you for the service during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 12.6).

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you services you have ordered, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (b) **If you are a consumer and have just changed your mind about the services, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions
- (c) **If we are not at fault and you are out of time to change your mind, see clause 7.6**
- (d) **If we are not at fault and you are a business consumer see clause 7.7.**

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the service may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most services ordered online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 7.4 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of services once these have been completed, even if the cancellation period is still running.
- 7.5 How long do consumers have to change their minds?** Once you have ordered our services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running and you will waive your right to cancel within the 14 day period. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.6 Ending the contract where we are not at fault and are a consumer and are out of time to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. **However, if you cancel or reschedule the services with less than 24 hours' notice the full amount for the services is payable to us. If you have paid in advance you will not be entitled to a refund. If you must cancel and re-book the service due to an illness you might be charged 25% of the fee as a rebooking fee provided you give at least 24 hours notice. If you do not provide such notice this will be treated as a cancellation and the full amount of the fee is payable and/or no refund will be provided.**
- 7.7 Ending the contract where we are not at fault and you are a business customer.** Even if we are not at fault and you are not a consumer you can still end the contract before it completed and you might be entitled to a partial refund if you cancel the contract in the following manner:
- (a)** Cancellation with more than 30 days' notice prior to the agreed date of service you will be charged 25% of the fees. If you have paid in full you will be refunded 75% of the fees
 - (b)** If you provide between 15-30 days' notice prior to the agreed date of the service, you will be charged 75% of the fees. If you have paid in full you will be refunded 25% of the fees.
 - (c)** If you cancel with less than 14 days or less prior to the agreed date of the service you will be charged 100% of the fees and will not be entitled to a refund if you have paid upfront.
 - (d)** If you fail to attend the on the date agreed you will not be entitled to a refund and will be charged 100% of the fees if you have not paid in advance.

7.8 Whether you are a consumer or business customer if you are late for the start of an appointment for the services this will not change the end time and you will not be entitled to a refund or partial refund of the services.

8. How to end the contract with us (including if you are a consumer who has changed their mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Email.** Email at info@thegotonanny.co.uk Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **Online.** Complete the contact form on our website.

8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) your refund will be made within 14 days of your telling us you have changed your mind

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service.

(c) The information contained in the client assessment form is inaccurate.

(d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

(e) You consistently fail to follow the guidelines and rules we set out as part of our coaching and consultation services.

- (f) You breach your obligations
- (g) You commit a material breach of these terms.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the Service

How to tell us about problems. If you have any questions or complaints about the service , please contact us at 16 White Cloud Park Southsea PO4 9SS or by emailing us at info@thegotonanny.co.uk

11. Your rights if you are a consumer

11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

12. Price and payment

12.1 Where to find the price for the services. The price of the services (which includes VAT) will be the price indicated on the website or if it is a bespoke service as agreed and set out in the confirmation email or indicated over the phone to you when you placed your order. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, the order for services may be incorrectly priced. If the services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.
- 12.4 When you must pay and how you must pay.** We accept payment through PayPal and in the event you are unable to use PayPal we will accept a bank transfer. Payments must be made in full upfront prior to the commencement of the services.
- 12.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 Services paid for in advance** must be taken within six months from the date of the order. If you do not use the services within the six-month period you will not be entitled to a refund for the fees paid.
- 13. Our responsibility for loss or damage suffered by you if you are a consumer**
- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. **However, we do not guarantee or warrant that the services and coaching offered by us will be successful. We will not be responsible to you if you do not experience any success following the sleep consultancy or parenting consultancy.**
- 13.2 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, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services..

13.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.4.

13.4 We do not guarantee that you will experience success following the parenting or sleep consultancy services and will therefore not be responsible for any loss or. You accept and understand the following:

- (a) The service provided is neither counselling nor psychotherapy
- (b) You are responsible for creating your own results. You may be requested to undertake certain tasks, exercises or assignments during the services. If you do not complete these activities this may affect your progress in achieving your personal outcomes.
- (c) results are not guaranteed
- (d) our service does not offer or replace medical advice.
- (e) If you have specific concerns about your health you should seek advice from a suitably qualified health professional

14. Our responsibility for loss or damage suffered by you if you are a business

14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982

14.2 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for services under such contract.

14.3 Our Liability regarding our website. We are not liable for the following;

- (a) Access to our website is dependent upon availability of the worldwide web and we accept no responsibility for the inability of you or the public generally to access the website. We are not responsible for any inconvenience, loss or distress which may arise as a result of your inability to use our website and/or the alteration, suspension, modification or termination of the website.

- (b) The website may be temporarily unavailable due to technical issues, maintenance or repair or for other reasons beyond our control.
- (c) We cannot guarantee that the website is free from viruses, harmful components or that defects will be corrected but we will use our reasonable endeavours to ensure the website is free from such viruses.
- (d) We will use reasonable endeavours to ensure the website is correct we cannot guarantee the correctness or completeness of the material on the website or the absence of any inaccuracies, omissions or typographical errors or that the information is up to date. We are not liable to send you any notice of any changes to the website or for any corrections made.
- (e) The website might contain links to third party websites. If you decide to visit any third-party site you do so at your own risk. We are not responsible for the content, accuracy or opinions express on such third website. Links do not imply that we are affiliated or associated with such sites.

14.4 **Force Majeure Event** we shall not be liable to you if our service is prevented from or delayed in by any act, events, omissions or accidents outside our reasonable control including, without limitation to strikes ,lock-outs, failure of transport or telecommunications, network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident break down of plant or machinery, fire, flood, or storm. If either party is affected by a Force Majeure event for a consecutive period of two calendar months the other party may terminate by giving thirty days written notice.

15. **How we may use your personal information**

15.1 **How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy

16. **Intellectual Property Rights and Confidential Information**

16.1 You hereby acknowledge that any course manuals, sleep programmes, programmes, schedules, handouts, 'e-packs' and other documents or information(hereinafter referred to as the "Documents") provided and supplied or made available to you in connection with the services and performance of the services together with any company and business name, domain names (hereinafter referred to as "Names") belong to and vest in the company (us). You must use all reasonable endeavours to prevent any infringement of the Intellectual Property Rights and not to use the Documents otherwise than in the exercise and performance of the services. Where you require the Documents this must be for your own use and must be kept confidential. If you are a business consumer you must use the Documents only for you own business and this must be kept confidential and require all employees to do likewise. You must not share, duplicate, copy, transfer or part with the Documents and you must not transfer, give, copy, deliver or pass

the Documents to any other third party, business, or any other individual or member of the public. You must not use our Name in anyway whatsoever.

16.2 You must not adapt or make any variations of the Documents or Names without our prior written consent

17. Other important terms

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms

17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.