



ILLAWARRA BIRTH CLASSES

PURCHASE TERMS AND CONDITIONS

Thank you for choosing Illawarra Birth Classes!

These terms and conditions govern your purchase (**Terms and Conditions**)

By clicking “accept” you agree to these Terms and Conditions.

1. Purchase Services

- (a) The website, www.illawarrabirthclasses.com.au (**Website**), is operated by Alyssa Booth t/a Illawarra Birth Classes (ABN: 40 072 191 988) of 180-182 Wentworth Street, Port Kembla NSW 2505 (**Illawarra Birth Classes**).
- (b) Access to and use of the Website, or any of its associated products or services is provided by Illawarra Birth Classes.
- (c) The Website provides you with an opportunity to browse and purchase participation in various classes that have been listed for sale through the Website (**Classes**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- (d) You have agreed to purchase a Class through the Website.
- (e) These Terms and Conditions are to be read in conjunction with the payment page (**Payment Page**) and Class information page (**Information Page**) of the Website.

2. Acceptance of the Terms and Conditions

You accept the Terms and Conditions by remaining on the Website. you may also accept the Terms and Conditions by clicking to accept or agree to the Terms and Conditions where this option is made available to you by Illawarra Birth Classes in the user interface.

3. Personal Information

- (a) When purchasing the Class, you will be required to provide personal information such as your full name, password and e-mail address.
- (b) You agree that all details that you have provided in completing the purchase are true and correct.
- (c) Your personal information is kept in accordance with the Illawarra Birth Classes Privacy Policy (**Privacy Policy**) which can be accessed on the Website.

4. Purchase of Class



- (a) In using the Purchase Services to purchase the Class through the Website, you will agree to the payment of the purchase price listed on the Information Page (**Purchase Price**).
- (b) Payment of the Purchase Price may be made with a debit card and credit card through PayPal, Stripe or another platform as specified by Illawarra Birth Classes from time to time (**Payment Gateway Providers**).
- (c) You warrant that you have familiarised yourself with, and agree to be bound by, the applicable terms and conditions of use, privacy policy and other relevant legal documentation provided by the Payment Gateway Providers.
- (d) Following payment of the Purchase Price being confirmed by Illawarra Birth Classes, you will be issued with a receipt to confirm that the payment has been received and Illawarra Birth Classes may record your purchase details for future use.
- (e) Illawarra Birth Classes does not offer Medicare or private health insurance rebates.
- (f) You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- (g) In the event that any payment under these Terms and Conditions is not made in full on the due date, Illawarra Birth Classes is entitled to charge you interest at the rate of 5% per annum, calculated daily.
- (h) You agree that if you default on any payments due and payable under these Terms and Conditions, any costs incurred by Illawarra Birth Classes for steps taken to enforce payment will be recoverable and payable by you.
- (i) Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

5. Cancellations, Rescheduling & Refunds

5.1 Cancellation or Rescheduling by Illawarra Birth Classes

- (a) A minimum of 3 bookings for a class must be made for that Class to proceed. You acknowledge and understand that Illawarra Birth Classes will cancel the Class if there are insufficient numbers. If this does occur, you will be entitled to reschedule your booking to a different date or, if this is not suitable, you will receive a full refund of the Purchase Price paid.
- (b) Illawarra Birth Classes reserves the right to cancel the Class at any time prior to the date of the Class for any other reason. If this does occur, you will receive a full refund of the Purchase Price paid. In no circumstances will Illawarra Birth Classes be responsible for any other amounts, including but not limited to losses, damages or preparation costs.

5.2 Cancellation or Rescheduling by You



- (a) You must notify Illawarra Birth Classes of an intention to cancel your booking as soon as practicable through e-mail to info@illawarrabirthclasses.com.au and abide by the following **(Cancellation Policy)**.
- (b) If you cancel at least 4 weeks before the Class, you will be eligible for a refund of the Purchase Price.
- (c) If you cancel at least 1 week before the Class, you will be eligible for a refund of 50% of the Purchase Price.
- (d) Any cancellations made within 1 week of the Class will not be eligible for a refund.
- (e) If you are entitled to a refund, Illawarra Birth Classes will refund the Purchase Price less any banking fees and charges associated with the Purchase Price.
- (f) If you need to reschedule a Class at any time, you can do this via the Website, subject to availability.
- (g) Illawarra Birth Classes may change the Cancellation Policy at any time without notice and bookings made in advance of the change will not be affected.

6. Members Area and Licence Information

- (a) Each Class purchase grants you access to a member area available via the Website **(Member Area)**.
- (b) When you purchase a Class through the Website, Illawarra Birth Classes grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the member material **(Member Material)** and any related software, content, equipment or other materials for your specific, non-commercial use only **(Licence)**.
- (c) The Licence is valid for the lifetime of the Member Area **(Licence Term)**. Illawarra Birth Classes will not be held liable for any loss or damage you incur as a result of the Member Area no longer being accessible by you.
- (d) The Member Area is intended for use in a single household within the licence Term only. Sharing of your Licence is prohibited. This includes the sharing of any supplemental Member Materials.

7. Liability

Illawarra Birth Classes' total liability arising out of or in connection with the Class or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Class to you.

8. Warranty Period for the Class

- (a) Illawarra Birth Classes will use its best efforts and take all reasonable steps to help you achieve the desired results. However, Illawarra Birth Classes makes no warranty that the Class will meet your requirements or that all clients will achieve the same results.



- (b) The Class comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Class, you are entitled to cancel your contract with Illawarra Birth Classes and are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes, but is not limited to, severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

9. Disclosure and Use of Confidential Information

- (a) Confidential information means any information that is:
 - (i) processes, methodologies, statements, formulae, trade secrets, information (and copies and extracts made of or from that information and data) that is not in the public domain; and
 - (ii) confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information (**Confidential Information**).
- (b) All obligations of confidence set out in these Terms and Conditions continue in full force and effect after completion of services.
- (c) Illawarra Birth Classes must not disclose any Confidential Information to any third party without your prior consent.
- (d) These Terms and Conditions prohibits the disclosure of Confidential Information by Illawarra Birth Classes with exception to the following circumstances:
 - (i) the disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with these Terms and Conditions and you have consented to the disclosure of such information to the professional adviser;
 - (ii) the disclosure is required by applicable law or regulation; or
 - (iii) if the confidential information is already in the public domain at no fault of Illawarra Birth Classes.

10. Copyright and Intellectual Property Rights

- (a) You agree that any works, documentation, materials, Class content, creative works or information of whatever nature produced or developed by Illawarra Birth Classes or under Illawarra Birth Classes' direction pursuant to or in the course of providing the Class will remain the sole and complete property of Illawarra Birth Classes, whether such property is tangible or is in the nature of industrial and Intellectual Property Rights (including copyright and rights of Confidential Information).
- (b) There is no assignment of intellectual property rights by Illawarra Birth Classes to you pursuant to these Terms and Conditions.
- (c) Nothing in these Terms and Conditions affects the Moral Rights in any works, items, materials or information supplied pursuant to these Terms and Conditions.

11. Indemnification



You hereby indemnify and agree to keep indemnified Illawarra Birth Classes against all liability, losses or expenses you incur in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

12. Class Disclaimer

Illawarra Birth Classes does not guarantee any outcomes through the use and involvement in the Class. You are solely responsible for creating and implementing your physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the Class and interactions with Illawarra Birth Classes. As such, you agree that Illawarra Birth Classes is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Class provided by Illawarra Birth Classes.

13. Information Disclaimer

- (a) Any information, advice, content or documentation provided through the Class, including in the associated blog, on the Website or on any other related platform does not constitute professional medical advice or other advice and is provided for general information and guidance purposes only.
- (b) All care is taken in the preparation of the information and published materials in the associated blog, on the Website or on any other related platform. Illawarra Birth Classes does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- (c) To the extent permissible by law, Illawarra Birth Classes will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation in the associated blog, on the Website or on any other related platform.

14. Mailing and SMS Registration

- (a) You will be given the option to register for the Illawarra Birth Classes Mailing List (**Mailing List**) and to agree to receive communication via SMS.
- (b) As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i) Email address
 - (ii) Name
- (c) If you choose to register for the Mailing List or to receive communication via SMS, you agree to receive promotional material, updates and other content from Illawarra Birth Classes.

15. Marketing

You agree that any testimonials that may be provided by you from time to time may be used by Illawarra Birth Classes for marketing purposes.



16. Governing Law & Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. In the event of any dispute arising out of or in relation to the Purchase Services or the Class, Illawarra Birth Classes agrees that the exclusive venue for resolving any dispute will be in the courts of New South Wales, Australia.

17. No partnership or agency

Nothing contained or implied in these Terms and Conditions will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

18. Assignment

This agreement may not be assigned without the consent of both parties.

19. Variation

This agreement may not be changed or modified in any way except in writing.

20. Severance

Any provision of this agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

21. Entire Agreement

This agreement constitutes the entire agreement of the parties in respect of the matters dealt with in this agreement and supersedes all prior agreements, understandings, undertakings and negotiations in respect of the matters dealt with in this agreement.