



ILLAWARRA BIRTH CLASSES

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to www.illawarrabirthclasses.com.au (**Website**). 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**).
- (b) The 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**).
- (c) Access to and use of the Website, or any of its associated Classes, is provided by Illawarra Birth Classes. Please read these terms and conditions (**Terms and Conditions**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms and Conditions. If you do not agree with the Terms and Conditions, you must cease usage of the Website, or any of the Classes, immediately.
- (a) Illawarra Birth Classes reserves the right to review and change any of the Terms and Conditions by updating this page at its sole discretion. When Illawarra Birth Classes updates the Terms and Conditions, it will use reasonable endeavours to provide you with notice of updates to the Terms and Conditions. Any changes to the Terms and Conditions take immediate effect from the date of their publication.

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. 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 Website for the Class (**Purchase Price**).
- (a) 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**).
- (b) In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable terms and conditions and conditions of use,



privacy policy and other relevant legal documentation provided by the Payment Gateway Providers.

- (c) Illawarra Birth Classes does not offer Medicare or private health insurance rebates.
- (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) 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.

4. Cancellations, Rescheduling & Refunds

4.1 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.

4.2 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.



5. Members Area and Licence Information

- (a) Each Class purchase grants you access to a member area through 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.

6. 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.

7. 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.

8. Copyright and Intellectual Property

- (a) The Website, the Purchase Services and all of the related products or services of Illawarra Birth Classes are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (**Content**) are owned or controlled for these purposes and are reserved by Illawarra Birth Classes or its contributors.
- (b) Illawarra Birth Classes retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:



- (i) the business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright of Illawarra Birth Classes; or
 - (ii) the right to use or exploit a business name, trading name, domain name, trademark or industrial design; or
 - (iii) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- (c) You may not, without the prior written permission of Illawarra Birth Classes and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third-party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

9. Privacy

Illawarra Birth Classes takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to Illawarra Birth Classes' Privacy Policy.

10. User Generated Content

- (a) If you choose to contribute any content to the Website, Member Area or any other platform operated by Illawarra Birth Classes, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- (b) By contributing content to the Website, you grant Illawarra Birth Classes a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Illawarra Birth Classes.
- (c) Additionally, if you post your User Content with any personal information including identifying information such as location or name, you agree Illawarra Birth Classes can use that information with your User Content for advertising and promotional purposes, or any other business purpose.
- (d) You confirm you own or have the right to use any copyright material included in Your Content (including replies to Illawarra Birth Classes social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission from anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Illawarra Birth Classes. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- (e) Please ensure you keep your own copies of Your Content as Illawarra Birth Classes may not archive, store or back up Your Content nor continue to make Your Content accessible online.
- (f) Illawarra Birth Classes will endeavour to provide you with an appropriate credit when using Your Content on Illawarra Birth Classes platforms, though you understand and agree this may not always be possible.



- (g) Illawarra Birth Classes reserves the right to remove Your Content at any time. Your Content must not be malicious, libellous, false, inaccurate, threatening, abusive, obscene, discriminatory, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

11. 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.

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. General Disclaimer

- (a) You acknowledge that Illawarra Birth Classes does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Class other than those provided for pursuant to these Terms and Conditions.



- (b) Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (c) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms and Conditions are excluded; and
 - (ii) Illawarra Birth Classes will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms and Conditions (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (d) Use of the Website, the Purchase Services, and any of the products of Illawarra Birth Classes is at your own risk. Everything on the Website, the Purchase Services, and the Classes of Illawarra Birth Classes, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third-party content providers or licensors of Illawarra Birth Classes make any express or implied representation or warranty about its Classes or Purchase Services (including the products, services or Purchase Services of Illawarra Birth Classes) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content (including third-party material and advertisements on the Website);
 - (iii) costs incurred as a result of your using the Website, the Purchase Services or any of the Classes;
 - (iv) the Content or operation with respect to links which are provided for the User's convenience;
 - (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
 - (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.



15. Limitation of Liability

- (a) Illawarra Birth Classes' total liability arising out of or in connection with the Purchase Services or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms and Conditions or where you have not paid the Purchase Price, then the total liability of Illawarra Birth Classes is the resupply of information or Purchase Services to you.
- (b) You expressly understand and agree that Illawarra Birth Classes, its affiliates, employees, agents, contributors, third-party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however, caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (c) Illawarra Birth Classes is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Illawarra Birth Classes, by third parties or by any of the Purchase Services offered by Illawarra Birth Classes.

16. Indemnity

- (a) You agree to indemnify Illawarra Birth Classes, its affiliates, employees, agents, contributors, third-party content providers and licensors from and against:
 - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
 - (ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms and Conditions; and/or
 - (iii) any breach of the Terms and Conditions.

17. Governing Law & Jurisdiction

- (a) This Agreement is governed by the laws of New South Wales, Australia.
- (b) 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 shall be in the courts of Australia, situated in New South Wales, Australia.

18. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms and Conditions are fair and reasonable and both parties have taken the opportunity to obtain independent legal advice and declare the Terms and Conditions are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.



19. Severance

If any part of these Terms and Conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms and Conditions shall remain in force.