

THE GROUP - TERMS AND CONDITIONS OF BOOKING

This page sets out the terms and conditions for booking our courses and sessions (the "Terms"). Please read these Terms carefully before booking with us. If you agree and accept our Terms, at the time of booking you will be asked to tick a box to confirm that you do so, unless you are booking any of our private sessions via the procedure set out below. Within these Terms "The Group", "we" or "us" or "our" means **The Group Antenatal Limited** (company number: 10277087) and "you" and "your" means you, our client or potential client who is booking a place on one of our courses or sessions.

A THE BOOKING PROCESS

We advertise our antenatal and hypnobirthing courses on our website at www.thegroupantenatal.co.uk (the "Website"). The booking processes for each type of course are set out below. We may use a third-party website to process your booking.

Antenatal and Hypnobirthing Courses (except private courses (including refresher hypnobirthing courses) and courses at The Shala)

1. The booking process is set out below:
 - i. find and select the relevant course on our Website then click on the "Book Now" button. You will then be directed to our third-party ticket website ("Ticket Tailor") to process your booking;
 - ii. you will then be shown a summary of the course, venue, dates and course content on the course page on Ticket Tailor;
 - iii. select the number of tickets (one ticket per couple) then click the "Next" button;
 - iv. fill in your name, address, telephone number, birth partner name, due date, any special dietary requirements/information, where you heard about The Group and, if you are a second time parent, the age and gender of your child. Then click the "Next" button;
 - v. you will then be asked to enter your credit or debit card details to pay for your booking. Then click the "Pay" button; and
 - vi. after your payment has been accepted and you have completed the booking process, we will send you an email confirmation of your booking which contains the date and location of the course, discount codes for our other courses and other information about our social media accounts.
2. Please note, when you click on the "Pay" button this becomes a contractual offer between us and you. A contract will be formed between us on the date that you receive our confirmation email.
3. If we are unable to accept your order, we will inform you of this and will not charge you for the courses selected.

Private Antenatal and Hypnobirthing Sessions (including Refresher Hypnobirthing sessions)

1. The booking process is set out below:
 - i. find and select the relevant course on our Website then click on the "Contact Us" button. You will then be directed to our contact form;

- ii. fill in the relevant details in the contact form: name, email address, phone number, where you live, due date, and select the appropriate course from the drop-down list, and tell us where you heard about The Group. Then click the "Submit" button;
- iii. we will then contact you by email to arrange the private antenatal or private hypnobirthing sessions and our Terms shall be attached to such email;
- iv. a bank transfer for the private session fee will be requested once the dates, times and location for us to attend to provide you with the session have been confirmed; and
- v. the contract is formed on the date we receive full and cleared payment from you in our bank account.

The Shala Hypnobirthing Courses

1. The booking process is set out below:
 - i. find and select the relevant course on our Website then click on the "Book Now" button. You will then be directed to The Shala's website ("**The Shala**") to process your booking;
 - ii. you will be asked to register your details to create an online account;
 - iii. course details and pricing are displayed on The Shala website, you can then select your preferred course;
 - iv. the course will be provided by The Group on behalf of The Shala; and
 - v. booking and payment will be taken by The Shala and your booking contract will be between you and The Shala.

B THE COURSES

Antenatal

1. The Group antenatal courses and sessions are provided by midwives contracted to The Group.
2. The course and session content is evidence based and based on the experience of our midwives to give you a broader understanding of pregnancy, birth and initial newborn care, in line with current professional standards.
3. The courses and sessions are designed to supplement information offered by the hospital you will be using in connection with the birth and your pregnancy.
4. **All information and materials received on the course are not medical advice, they are for general information purposes only.** Any questions about your own personal health, your pregnancy or your baby, must be directed to your GP, obstetrician, midwife or health visitor.
5. With the exception of our prescribed course materials, any views, opinions or information expressed or provided by our freelance midwives are not the views, opinions or information of The Group and we will not be responsible or liable for such views, opinions or information.

6. The courses will be provided at the locations indicated on our Website or privately (in your own home), in accordance with your booking.
7. Depending on the course, light food and refreshments may be provided, so please ensure that you provide us with any dietary requirements at the time of booking the course.

Hypnobirthing

1. The Group hypnobirthing courses and sessions are provided by midwives contracted to The Group.
2. The course content is a mixture of the books and teaching materials of Katharine Graves ("**KG Materials**") and The Group's own materials.
3. **All information and materials received on the course are not medical advice, they are for general information purposes only.** Any questions about your own personal health, your pregnancy or your baby, must be directed to your GP, obstetrician, midwife or health visitor.
4. With the exception of our own prescribed course materials, any views, opinions or information expressed or provided by our freelance midwives are not the views, opinions or information of The Group and The Group will not be responsible or liable for such views, opinions or information.
5. The courses will be provided at the locations indicated on our Website or privately (in your own home), in accordance with your booking.
6. Depending on the course, light food and refreshments may be provided, so please ensure that you provide us with any dietary requirements at the time of booking the course.

C PRICES AND PAYMENT

1. Prices for our courses are quoted on our Website. Our prices include value added taxes. It is always possible that, despite our best efforts, some of the courses we sell may be incorrectly priced. We promise that we will always verify prices as part of the booking procedure so that the correct price is stated when you pay.
2. Payment must be made in full before your booking can be finally confirmed. Prices can change at any time, but changes will not affect contracts that already exist.
3. For our antenatal and hypnobirthing courses (except private courses (including refresher hypnobirthing courses) and courses at The Shala), payment must be made via Ticket Tailor with a credit or debit card.
4. For our private antenatal and hypnobirthing sessions (including refresher sessions), payment must be made by bank transfer to our nominated bank account. We will provide you with our bank account details when we confirm the booking as per the process set out above.
5. For courses at The Shala, payment must be made directly to The Shala during their online booking process.

D YOUR CANCELLATION RIGHTS

1. Without prejudice to your statutory rights of cancellation, you can cancel your place

on the antenatal or hypnobirthing course, but only under these terms:

- i. at least 14 days before a course is due to begin (in which case you will be entitled to a full refund of the amount paid);
 - ii. if you cancel your attendance at a course 14 working days or less before a course is due to begin, or if you fail to attend a course, no refund will be given;
 - iii. a full refund will be offered if your baby arrives unexpectedly before the course start date, as long as you contact us to tell us, as soon as is reasonably practicable; and
 - iv. a partial refund may be offered for any unattended sessions due to your baby being born unexpectedly, as long as you contact us to tell us, as soon as is reasonably practicable. You will not be refunded for any sessions that you have already attended.
2. In order to cancel a contract in the 14 day cooling-off period above, you must inform us by emailing one of the team and notice of this cancellation must be received by us on or before the relevant date set out above.
 3. If, for any reason The Group requires to change or reschedule a session or a course, you will be given as much notice as possible. In the rare case that a course venue needs to be altered, any new venue will be found nearby. In this situation no refund will be offered.
 4. If, for any reason The Group needs to cancel a session, you may request a refund for that particular session.
 5. If you have missed a session or inform us that you will no longer be able to attend a particular session, you may be able to attend that particular session with a different group as long as you pre-arrange this with us. However, if that is not possible, you are welcome to book a private antenatal session through the process set out above.
 6. Please note that once payment has been made, your ticket is non-transferrable. This means that if for some reason you cannot attend and are not entitled to a refund, you cannot put the money towards anything else with The Group, including events or other courses.
 7. If you cancel a contract and are entitled to a refund, we will usually refund you using the same method originally used by you to pay for your purchase. We will process the refund as soon as possible and, at the most, within 7 days of the day we received your valid notice of cancellation. Once we have processed the refund, it may take 5-10 working days for the refund to be back in your account.

E INTELLECTUAL PROPERTY

1. All intellectual property rights in or arising out of or in connection with the courses and sessions are and will be owned or licensed by us.
2. The Group has a licence to use the KG Materials.

F CONFIDENTIALITY

1. We each undertake that we will not at any time disclose to any person any confidential information provided in connection with the courses and sessions.

2. We may disclose your confidential information to our freelance midwives but only on a need-to-know basis in connection with the courses and sessions.
3. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the contract.

G HOW WE MAY USE YOUR PERSONAL INFORMATION

1. We will use any personal information you provide to us to:
 - i. provide the courses and the sessions;
 - ii. process your payment for the courses and the sessions; and
 - iii. inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
2. Further details of how we process personal information are set out in our Privacy Policy.

H OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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.
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 or for fraud or fraudulent misrepresentation.
3. Any statutory rights which you have, which cannot be excluded or limited, will not be affected by these Terms.
4. Except where liability is excluded in these Terms, the Group's total liability to you for any and all losses, claims or damages in connection with these Terms and any contract is the total amount paid by you for the course or session.
5. The limitations and exclusions of liability set out in this section, and elsewhere in these Terms are subject to the preceding paragraphs and govern all liabilities arising under the Terms or in relation to the subject matter of the Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
6. We will not be liable to you in respect of any losses arising out of a force majeure event (referred to condition J below).

I WARRANTIES

1. We warrant that the services provided under these Terms will be provided with reasonable skill and care.
2. You warrant and represent to us that:
 - i. you are legally capable of entering into binding contracts, and you have full

authority, power and capacity to agree to these Terms;

- ii. the information provided in or in connection with your booking request is accurate and complete;
- iii. you will be able to attend the antenatal or the hypnobirthing course or session at the time and at the place advertised or agreed;
- iv. you meet the pre-requisites and qualification criteria for attending the courses and sessions set out on our Website;
- v. you shall co-operate with us in all matters relating to the courses and sessions;
- vi. you shall comply with all applicable laws, including health and safety laws;
- vii. you shall keep all of our books, materials and other property that we provide to you as part of the course or session in safe custody at your own risk; and
- viii. you are at least 18 years of age.

J FORCE MAJEURE

A force majeure event means any event which is beyond our reasonable control. Where a force majeure event gives rise to a failure or delay in us performing our obligations under these Terms, those obligations will be suspended for the duration of the force majeure event.

K GENERAL TERMS

1. Contracts under these Terms may only be varied by an instrument in writing signed by both you and us. We may revise these Terms from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.
2. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.
3. No waiver of any provision of these Terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Terms.
4. You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these Terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these Terms, at any time, providing, where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these Terms.
5. Each contract under these Terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.
6. These Terms contain the entire agreement and understanding of the parties in

relation to the courses and sessions booked on our Website or by the other methods set out above, and supersede all previous agreements and understandings between the parties in relation to our courses and sessions; and each party acknowledges that no representations not expressly contained in these Terms have been made by or on behalf of the other party in relation to the booking of a course or session on our website.

7. These Terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these Terms.

L CONTACT

1. **How to contact us.** You can contact us by telephoning us at 07792 418528 or by writing to us at info@thegroupantenatal.co.uk.
2. **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 you provided to us in your booking. If we have trouble contacting you by either of those means, we will send you a text message by SMS.