

Gently to Sleep

Terms & Conditions

These Terms & Conditions apply to all services provided by **Gently to Sleep**, including online consultations, home consultations, sleep assessments, personalised sleep plans and associated support.

By booking or purchasing services from Gently to Sleep, you confirm that you have read and understood these Terms & Conditions and agree to be bound by them.

1. About Gently to Sleep

Gently to Sleep provides personalised sleep consultancy services for babies, toddlers and children. Services may be provided remotely, online or, where agreed, through home visits.

The purpose of the service is to provide parents and carers with practical, personalised guidance and support to encourage healthy sleep habits and improve sleep routines.

Gently to Sleep does not provide medical care, medical diagnosis or medical treatment.

2. Medical Advice and Your Child's Health

Before engaging Gently to Sleep, you agree to disclose any medical condition, diagnosed condition or other relevant health concern affecting your child that you are aware of and that may be relevant to their sleep.

If your child has a medical condition, developmental concern, feeding issue, breathing difficulty, sleep disorder or any other health concern that may affect their sleep, you should seek advice from your paediatrician, family doctor or other appropriately qualified healthcare professional before implementing changes to your child's sleep arrangements.

Gently to Sleep may recommend that you seek medical advice where appropriate. You remain responsible for obtaining such advice and for following any medical recommendations given to you.

The information and guidance provided by Gently to Sleep, whether through the website, social media, email, telephone, video consultation, home visit, sleep assessment or personalised sleep plan, is provided for general information, education and sleep-support purposes. It is not a substitute for professional medical advice, diagnosis or treatment.

If you believe your child may be unwell or experiencing a medical or developmental problem, you should seek appropriate medical attention.

3. Safe Sleep

You agree to follow recognised and current safe-sleep recommendations applicable to your child's age and circumstances.

Gently to Sleep may provide information about safe sleeping practices and may direct you towards recognised sources of current guidance. You remain responsible for ensuring that your child's sleeping environment is safe and appropriate.

If you have any concerns about the safety of your child's sleeping arrangements, you should seek advice from an appropriately qualified healthcare professional.

4. Sleep Assessments and Personalised Sleep Plans

Each sleep assessment and sleep plan is prepared specifically for the child and family for whom it has been purchased.

You agree not to:

- share the assessment or sleep plan with another family for the purpose of applying the recommendations to another child;
- reproduce or distribute the assessment or sleep plan without written permission from Gently to Sleep; or
- assume that recommendations prepared for one child are appropriate for another child.

Sleep recommendations are personalised and take into account the information provided by you. It is therefore important that the information you provide is complete and accurate.

You remain responsible for deciding whether and how to implement the recommendations provided.

Consistency is generally an important part of making changes to a child's sleep routine; however, individual children and families respond differently and **Gently to Sleep cannot guarantee a particular sleep outcome or timeframe.**

5. Client Responsibilities

To enable Gently to Sleep to provide an appropriate service, you agree to:

- provide accurate and complete information about your child and their sleep;
- disclose relevant medical or health information;
- complete any questionnaires, sleep diaries or other information requested within the agreed timeframe;
- attend scheduled consultations punctually;
- communicate any significant changes affecting your child's circumstances;
- follow appropriate safe-sleep guidance; and
- seek medical advice where this is recommended or where you have concerns about your child's health.

Gently to Sleep cannot be responsible for delays or limitations to the service resulting from incomplete, inaccurate or late information supplied by you.

6. Consultations and Home Visits

Consultations may take place online or, where agreed in advance, at the client's home.

The method, date, time and duration of the consultation will be agreed with you in advance.

For home visits, travel of up to **10 kilometres is included in the consultation fee**. Travel beyond 10 kilometres will be charged at **€0.50 per additional kilometre** and added to the invoice.

Gently to Sleep reserves the right to decline or postpone a home visit where circumstances make the visit unsafe, impractical or unreasonable.

7. Appointments, Cancellation and Rescheduling

If you need to cancel or reschedule an appointment, please provide as much notice as possible.

Where an appointment is missed without reasonable notice, Gently to Sleep reserves the right to charge for the appointment or to treat it as having been used, subject always to any mandatory consumer rights that apply.

If Gently to Sleep needs to cancel or reschedule an appointment due to illness, emergency or circumstances beyond reasonable control, an alternative appointment will be offered where reasonably possible.

Nothing in these Terms & Conditions is intended to restrict any statutory cancellation, withdrawal, refund or other consumer rights that may apply to you under the law applicable to your contract.

8. Fees and Payment

The fees for your chosen service will be communicated to you before the service is provided.

Unless otherwise agreed in writing:

- invoices must be paid within **7 days** of issue and before the scheduled assessment or consultation;
- Gently to Sleep may require payment before commencing preparation of a sleep assessment or personalised sleep plan;
- Gently to Sleep reserves the right not to provide the assessment, plan or other service until payment has been received.

If, in exceptional circumstances, a sleep plan or assessment is provided before payment has been received, the full agreed fee remains payable regardless of whether you subsequently decide to implement the recommendations.

You are responsible for any agreed additional charges, including applicable travel charges for home visits.

9. Late Payment

If payment is not received by the due date, Gently to Sleep may suspend further services until the outstanding balance has been paid.

Where permitted by applicable law, reasonable interest and/or recovery costs may be charged on overdue amounts.

If an invoice remains unpaid, Gently to Sleep reserves the right to refer the outstanding balance for appropriate debt recovery action. Any recovery costs that may lawfully be passed on to the client may be added to the outstanding balance.

10. Cancellation, Withdrawal and Refunds

Gently to Sleep understands that circumstances can change.

Where a client cancels a service, any refund will be determined in accordance with:

- the specific terms of the service purchased;
- any cancellation terms communicated to the client before purchase; and
- any mandatory statutory rights applicable to the client.

Where a sleep assessment or personalised sleep plan has already been prepared and supplied, the fact that a client subsequently decides not to implement the recommendations does not, by itself, entitle the client to a refund, subject to any statutory right of withdrawal or refund that may apply.

Where applicable law provides a statutory withdrawal or cancellation period, nothing in these Terms & Conditions is intended to exclude or limit that right.

11. No Guarantee of Results

Every child and family is different. Although Gently to Sleep uses its experience, knowledge and professional training to provide personalised recommendations, **no particular result, improvement or timeframe can be guaranteed.**

The outcome may be influenced by many factors, including the child's age, temperament, health, development, family circumstances, consistency of implementation and other environmental factors.

12. Confidentiality

Gently to Sleep respects the privacy and confidentiality of its clients.

Information provided by you in connection with your consultation will be treated confidentially, except where disclosure is required by law or where disclosure is reasonably necessary to protect the safety or wellbeing of a child or another person.

Further information about how personal data is collected, used and protected is provided in the Gently to Sleep Privacy Policy.

13. Intellectual Property

All content produced by Gently to Sleep, including sleep assessments, personalised sleep plans, written recommendations, worksheets, guides, website content, photographs, graphics, logos, brochures and other materials, remains the intellectual property of Gently to Sleep unless otherwise stated.

Materials provided to you are for your personal use in relation to your child and may not be copied, reproduced, published, distributed, sold or supplied to another person without prior written permission from Gently to Sleep.

You may, however, make reasonable personal copies of materials where necessary for your own use in implementing your child's sleep plan.

14. Testimonials, Photographs and Client Content

Gently to Sleep may invite clients to provide testimonials, reviews or photographs.

No identifiable testimonial, photograph, video or other personal content supplied by a client will be used publicly by Gently to Sleep without the client's permission.

Any permission requested for the use of such content will be separate from acceptance of these Terms & Conditions.

15. Website and Third-Party Websites

The information provided on the Gently to Sleep website and associated social media accounts is provided in good faith for general information and educational purposes.

Gently to Sleep makes reasonable efforts to ensure that website content is accurate and up to date but does not guarantee that all information will always be complete, accurate or current.

The website may contain links to third-party websites. These websites are outside the control of Gently to Sleep. Their inclusion does not constitute an endorsement or recommendation, and Gently to Sleep is not responsible for their content, availability, security or privacy practices.

Different terms and privacy policies may apply when you visit a third-party website.

16. Limitation of Liability

Gently to Sleep will provide its services with reasonable care and skill.

To the fullest extent permitted by applicable law, Gently to Sleep will not be responsible for loss or damage arising from:

- the client's decision to implement or not implement sleep recommendations;
- information that was incomplete, inaccurate or withheld by the client;
- circumstances outside the reasonable control of Gently to Sleep; or
- reliance upon general information provided on the website or social media rather than seeking appropriate professional or medical advice.

Nothing in these Terms & Conditions excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

Nothing in these Terms & Conditions affects any mandatory rights or protections that apply to consumers.

17. Events Outside Our Control

Gently to Sleep will not be responsible for failure or delay in providing services where this is caused by circumstances beyond reasonable control, including serious illness, emergencies, natural disasters, significant technical failures, interruption of communications or other circumstances that could not reasonably have been foreseen or prevented.

Where reasonably possible, Gently to Sleep will work with the client to rearrange or reschedule the service.

18. Complaints

Gently to Sleep aims to provide a high standard of personal service.

If you are dissatisfied with any aspect of the service, please contact Gently to Sleep as soon as possible so that the matter can be discussed and, where appropriate, resolved.

19. International Clients

Gently to Sleep is based in the Principality of Monaco and provides services to clients internationally.

Clients outside Monaco acknowledge that laws concerning consumer rights, contracts, privacy, healthcare and other matters may differ between countries.

Nothing in these Terms & Conditions is intended to remove or restrict any mandatory rights that cannot lawfully be excluded under the law applicable to a particular client or transaction.

20. Governing Law and Jurisdiction

These Terms & Conditions are governed by the laws of the Principality of Monaco, except to the extent that mandatory provisions of another jurisdiction's law apply to a particular consumer or transaction and cannot legally be excluded.

Where permitted by applicable law, the courts of Monaco shall have jurisdiction over disputes arising from these Terms & Conditions or the services provided by Gently to Sleep.

Nothing in this clause prevents a consumer from exercising any mandatory rights to bring proceedings before a court having jurisdiction under applicable consumer-protection law.

21. Changes to These Terms & Conditions

Gently to Sleep may update these Terms & Conditions from time to time.

The version applicable to a particular service will normally be the version in force at the time the service is booked, unless a later change is required by law.

The current version will be made available on the Gently to Sleep website.

22. Privacy

Gently to Sleep takes the privacy and security of client information seriously.

Personal information will be collected and processed in accordance with the Gently to Sleep Privacy Policy and applicable personal-data protection legislation.

Because information provided during a sleep consultation may include information relating to a child's health, particular care will be taken with such information.

The Gently to Sleep Privacy Policy explains what information is collected, why it is collected, how it is used, how long it is retained, who it may be shared with and the rights available to clients.

23. Acceptance

By booking a consultation, purchasing a sleep assessment or otherwise engaging Gently to Sleep for sleep consultancy services, you confirm that you have had an opportunity to read these Terms & Conditions and agree to them.

If you do not agree with these Terms & Conditions, please do not book or purchase the services.

Gently to Sleep

Monaco

Contact: [insert business email address]

Website: www.gentlytosleep.com

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