



User Terms & Conditions

WEBSITE USER  
**TERMS & CONDITIONS**



## Contents

Overview.....	3
Definitions and Interpretations .....	3
Products and Services .....	3
Access .....	4
Personal Information.....	4
Acceptable Use .....	4
Prohibited Use: .....	4
Restricted Access .....	5
Bookings .....	5
Cancellation.....	5
Prices.....	5
Copyright .....	5
User Submissions:.....	6
Privacy.....	6
Disclaimer and Limitations .....	6
Errors, Inaccuracies, and Omissions:.....	6
Corrections and Changes:.....	7
Third Party Links and Tools:.....	7
Indemnity .....	7
Dispute Procedure.....	7
Refunds.....	8
Entire Agreement.....	8
Severability .....	8
Jurisdiction.....	8
Termination.....	8
Contact Information .....	9



## Overview

The website(s) (“the Website”) is/are operated by Sprout Lactation and Infant Support ABN 60 652 722 314.

Sprout offers the use of this Website, including all information, tools and services to the User conditional upon the User’s acceptance of all terms, conditions, policies and notices stated herein.

Users should read these Terms and Conditions (the “T&Cs”) carefully before accessing or using the Website.

Sprout reserves the right to update, amend, alter, remove or replace any part of the T&Cs by uploading the updated version of the T&Cs to the Website.

Sprout encourages Users to periodically check the T&Cs for any amendments. Continued use of the Website or Sprout products and services will constitute User acceptance of the amended T&Cs.

## Definitions and Interpretations

Throughout the site and this T&Cs:

**Service, Services** means all products and services offered for purchase by Sprout.

**User, Users, you** refers to the purchasers of Sprout’s products and services, and any entity accessing the Website (“Users”).

**We, us, our, Sprout** means Sprout Lactation and Infant Support ABN 60 652 722 314.

Headings used throughout the T&Cs are for convenience purposes only and do not affect the T&Cs.

All references to the singular includes references to the plural, and vice versa.

All references to a gender pro-noun includes references to the other, and vice versa.

Any ambiguity in the interpretation of the T&Cs is not to be construed against Sprout.

## Products and Services

Sprout provides the following products and services which enables potential purchasers to:

1. book Sprout services; and/or
2. submit personal details to Sprout’s for the purposes of contact by Sprout; and /or
3. browse Sprout’s online Website and purchase products directly from the Website.

The above products and services (“Service” / “Services”) are available for booking and purchase on the Website.

Sprout reserves the right to discontinue any products or Services on offer at any time, and its right to refuse to provide its products and Services for any reason at any time.



## Access

Access to, and use of, the Website Services are governed by these Terms and Conditions and Australian trade practices and consumer law.

By visiting any part of the Website and/or purchasing a product or engaging any Service from Sprout, Users agree that they have read these T&Cs prior same and agree to be bound by the terms, conditions, policies, notices, rights, obligations and responsibilities of the T&Cs.

All Users agree to be bound by the T&Cs, including Users who are browsers, purchasers, enquirers, agents, customers, merchants, and contributors of content.

Users agree to be bound by the T&Cs regardless of whether they continue to complete any transactions with Sprout or through the Website.

Sprout reserves its right to refuse to provide its products and Services to any User for any reason at any time.

## Personal Information

Users may be requested to provide their personal information in order to confirm bookings or making contact to respond to enquiries.

The User's personal information is governed by Sprout's Privacy Policy.

Sprout refers to and encourages Users to carefully review the Privacy Policy.

## Acceptable Use

Users must be over 18 years of age and have full legal capacity to engage Sprout. By using the Website, engaging the services of Sprout or purchasing a Sprout products and Services, Users represent that they are of the age of majority and have authority to engage Sprout.

Users must observe all statutory and regulatory obligations, including:

1. Not engaging in conduct that is misleading or deceptive or likely to mislead or deceive;
2. Pay all amounts for Services within the permitted time period, and if due and owing, immediately;
3. Not using the products or Services for any illegal or unauthorised purpose;
4. Not violating any laws in the course of the use of the Service;
5. Not reproduce, sell, resell, or exploit any part of any product or Services without the prior written consent of Sprout.

## Prohibited Use:

Users must not use the Website or any of Sprout's products and Services:

1. For any unlawful purpose;



## User Terms & Conditions

2. To solicit others to perform or participate in any unlawful acts;
3. To infringe upon any civil rights;
4. To commit any cybercrimes or unlawful acts;
5. Provide false or deliberately misleading information;
6. For any obscene or immoral purpose;
7. To disrupt or interfere with Sprout's Website or Services, or other websites.

## Restricted Access

Users agree that any breach of these T&Cs or non-acceptance of these T&Cs will entitle Sprout to decline access to its Website and products and Services.

Sprout reserves its right to refuse to provide its products and Services to any User for any other reason at any time.

## Bookings

To engage Sprout Users may book such services with Sprout through the Website by accessing the Website and complete the online booking process or making direct contact with Sprout.

Upon confirmation of payment of the booking and payment of any requisite deposit, Sprout may then send to the User an engagement agreement by electronic means and/or by posting a copy to the User's or their representative(s)'s nominated address.

Upon Sprout's written confirmation to the User of provision of Services, the User's engagement of Sprout will constitute a binding agreement.

## Cancellation

Users must notify of any cancellations of inspection booking at least forty-eight (48) hours prior to the date specified by Sprout for the provision of Services. Users agree to forfeit any deposit paid (pro-rata as the case may be and for the purposes of reimbursing Sprout for any incurred administration costs), in the event that the User does not notify Sprout of the cancellation within the time period specified above.

## Prices

All prices stated by Sprout for its products and Services are exclusive of GST unless otherwise stated and are subject to change without notice at Sprout's sole discretion.

## Copyright

Sprout issued documents are protected by copyright.

Users agree not to reproduce any part of any Sprout issued documentation by any process, apart from any permitted use under the *Copyright Act 1968* (Cth) and agree not



## User Terms & Conditions

to exercise any right considered the exclusive right of the copyright owner, without Sprout's prior written permission.

Users agree not to sell Sprout issued documentation to another entity without first obtaining prior written consent, subject to legislative authorisation, from Sprout.

Sprout's written consent to such sales or provisions of Sprout issued documentation is subject to conditions and does not relinquish Sprout's rights as owner.

Users agree that Sprout remains the owner of its issued documentation and retains its rights as owner.

### ***User Submissions:***

Users agree that any submissions made voluntarily to or at the request of Sprout, including contest entries, ideas, suggestions, proposals, plans, writings, drawings, or other materials, through whichever medium, may be used without restriction by Sprout to edit, copy, publish, distribute, translate, and other such use at its sole discretion.

Users agree that if their submission is used by Sprout, the User is not entitled to confidentiality, compensation, or response from Sprout.

Users warrant that their submissions are their own, and do not violate any laws, regulations, or policies.

## **Privacy**

Users agree that they have read Sprout's Privacy Policy, and consent and agree to the collection, use and disclosure of their personal information pursuant to the Privacy Policy.

Sprout recommends that Users read the Privacy Policy prior to using Sprout's Website or engaging and purchasing Sprout products and Services.

Continued use of the Website and continued engagement with Sprout will be deemed to be an acceptance of the Privacy Policy.

## **Disclaimer and Limitations**

Users agree that Sprout makes no warranties that use of Sprout's Website or Services will be uninterrupted, continuous or timely.

Users agree that aside from those offered and protected by applicable laws and regulations, Sprout makes no representations or warranties, express or implied, as to merchantability, merchantable quality, fitness for a particular purpose, durability, or title.

### ***Errors, Inaccuracies, and Omissions:***

Users agree that Sprout makes no representation as to the validity, accuracy, verity, or reliability of the content of the Website as the material on the Website is provided for general information only.

Users agree that any reliance on the information on the Website is at their own risk.



### ***Corrections and Changes:***

Users agree that Sprout has no obligations to update any information on the Website, except as required by law, and that the information on the Website may be modified at any time by Sprout without notice to the Users.

Users agree that Sprout may update, amend, alter, remove, or replace all or any part of the T&Cs at any time and without notice to the Users.

Sprout encourages Users to periodically check the Website for any amendments.

Continued use of the Website and engagement with Sprout will constitute User acceptance of the amended Website and T&Cs.

### ***Third Party Links and Tools:***

Users may have access to third party links and tools during the use of Sprout's products and Services and agree that Sprout does not monitor nor has any control over such links and tools. Users acknowledge that they use such links and tools at their own risk.

Sprout makes no warranties, representations or endorsements of any such links and tools.

Sprout encourages Users to review such third party's terms, conditions and policies prior to engaging in any transaction with the third-party links and tools.

User complaints involving third party links or tools should be directed to the third party directly.

## **Indemnity**

Users agree that Sprout is released and indemnified against all claims, actions, proceedings, judgements, damages, interest, costs, expenses, compensation or losses by the User or a third party as a result of reliance on the information obtained from the contents of the Website, or as a result of reliance on the information obtained from third party links and tools.

Failure by Sprout to exercise or enforce any rights or provisions in the T&Cs does not constitute a waiver of that right or provision.

## **Dispute Procedure**

Users agree that in the event that they dispute or have a claim against Sprout in relation to these T&Cs, the User must firstly notify Sprout of the dispute or claim in writing to [sprout.lactatio@outlook.com](mailto:sprout.lactatio@outlook.com).

Sprout will provide a written response within seven (7) days of receipt of the written dispute or claim.

Should the dispute or claim not be satisfactorily addressed, the User and Sprout agree to firstly engage in a mediation or other such alternate dispute resolution process through the Australian Disputes Centre, and the costs of such alternate dispute resolution to be borne equally by the parties.

Users agrees to fully participate in the process of alternate dispute resolution.



## User Terms & Conditions

Users agree that in the event that they do not firstly participate in the alternate dispute resolution process outlined above, to indemnify Sprout against any costs incurred by it to proceed to have the litigation set aside or adjourned to enable the parties to undergo alternate dispute resolution processes outlined above.

## Refunds

Users agree that Sprout reserves the right to refuse a refund, subject to Australian consumer law.

Sprout may grant a refund in circumstances where in Sprout's sole discretion it is appropriate to do so, and as otherwise permitted by law.

## Entire Agreement

Users agree that these T&Cs, and any other Policies referred to herein constitutes the entire agreement between Sprout and the User as to the use of Sprout's products and Services and the terms of engagement of the parties.

Any agreement, understanding or arrangement outside of these T&Cs and Policies referred to herein, are unenforceable.

Users agree that these T&Cs and any other Policies referred to herein supersedes any prior agreement, understanding or arrangement whether written, oral, express or implied.

## Severability

In the event that any provision in the T&Cs herein is determined to be unlawful, void, unenforceable, that provision is deemed to be severed from the T&Cs, and will not affect the enforceability of any other remaining provisions.

## Jurisdiction

These T&Cs are governed by the laws and regulations of Victoria. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

## Termination

Sprout may immediately, and without notice, terminate the agreement to the T&Cs upon any of the following:

1. any breaches and violations of, or non-compliance with, the T&Cs; and
2. non-acceptance of the T&Cs.

Users may terminate their agreement to the T&Cs by providing notice in writing to Sprout.

Any benefits, rights, obligations, and liabilities incurred by the parties prior to the termination will survive the termination.





User Terms & Conditions

## Contact Information

Sprout Lactation and Infant Services

[Sprout.lactation@outlook.com](mailto:Sprout.lactation@outlook.com)

0491 179 611