
My Midwife Madelaine Ltd

Terms and Conditions



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TERMS OF ENGAGEMENT

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside My Control:** is defined in clause 8.2;
- (b) **Booking Contract:** your Booking Contract for the Services as set in the attached letter;
- (c) **Services:** the services that I provide to you as set out in the Booking Contract;
- (d) **Terms:** the terms and conditions set out in this document; and
- (e) **I/My/Me:** My Midwife Madelaine Ltd, Registered Number 15061153, Registered Address: 82a James Carter Road, Mildenhall, Suffolk, IP28 7DE.

1.2 When I use the words "writing" or "written" in these Terms, this will include email unless I say otherwise.

2. My CONTRACT WITH YOU

2.1 These are the terms and conditions on which I supply services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Booking Contract and in these Terms are complete and accurate before you sign the Booking Contract. If you think that there is a mistake, please contact me to discuss the possible mistake and please make sure that you ask me to confirm any changes in writing to avoid any confusion between you and me.

2.3 I consider that these Terms and the Booking Contract constitute the whole agreement between you and me.

2.4 The agreement between you and me comes into force when you sign and submit the Booking Contract to me subject to your rights to cancel set out in your Booking Contract. If I am unable to supply you with the Services, I will inform you of this in writing and I will not process the Booking Contract.

2.5 If any of these Terms conflict with any term of the Booking Contract, the Booking Contract will take priority.

3. CHANGES TO BOOKING CONTRACT OR TERMS

3.1 I may revise these Terms from time to time in the following circumstances:

- (a) changes in how I accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If I have to revise these Terms under clause 3.1, I will give you at least seven days written notice of any changes to these Terms before they take effect and in such circumstances you can choose to cancel the contract in accordance with clause 9.

4. PROVIDING SERVICES

4.1 I will supply the Services to you as specified in your booking contract.

4.2 I will make every effort to complete the Services on time. However, there may be delays due to an Event Outside my Control. See clause 8 for my responsibilities when an Event Outside my Control happens.

4.3 I will need certain information from you that is necessary for me to provide the Services, for example, personal contact details and medical history. If you do not, after being asked by me, provide me with this information, or you provide me with incomplete or incorrect information, I may make an additional charge of a reasonable sum to cover any extra work that is required. I may also choose to withdraw my services from you. I will not be liable for any delay or non-performance where you have not provided this information to me after I have asked.

4.4 If you do not pay Me for the Services when you are supposed to as set out in clause 6.11, I may suspend the Services with immediate effect until you have paid Me the outstanding amounts (except where you dispute an invoice under clause 02). I will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.1.

5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 In the unlikely event that there is any issue with the Services, please refer to the information leaflet I provided to you at booking for details of how to raise your concerns. In summary:

- (a) please contact Me and tell Me as soon as reasonably possible;
- (b) please give Me a reasonable opportunity to deal with any issue; and
- (c) I will use every effort to deal with any issue as soon as reasonably practicable.

You will not have to pay for Me to deal with any issue with the Services under this clause 5.1.

5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. FEES AND PAYMENT

6.1 The fees for the Services and the payment schedule will be set out in the Booking Contract. My fees may change at any time, but fee changes will not affect a Booking Contract that I have confirmed with you.

If you do not make any payment due to Me by the due date for payment, I may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Me interest together with any overdue amount.

If you are paying via an agreed payment plan and you do not make any payment due to me by a due date, the full amount outstanding will immediately become due.

6.2 However, if you dispute the fee due in good faith and contact Me to let Me know promptly clause 6.1 will not apply for the period of the dispute.

7. My LIABILITY TO YOU

7.1 If I fail to comply with these Terms, I am responsible for loss or damage you suffer that is a foreseeable result of my breach of the Terms or Our negligence, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of my breach or if they were contemplated by you and Me at the time I entered into this contract.

7.2 I do not exclude or limit in any way my liability for:

- (a) death or personal injury caused by my negligence or the negligence of my agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

8. EVENTS OUTSIDE MY CONTROL

8.1 I will not be liable or responsible for any failure to perform, or delay in performance of, any of my obligations under these Terms that is caused by an Event Outside my Control.

8.2 An Event Outside my Control means any act or event beyond my reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications or power or other utility networks.

8.3 If an Event Outside my Control takes place that affects the performance of my obligations under these Terms:

- (a) I will contact you as soon as reasonably possible to notify you; and
- (b) my obligations under these Terms will be suspended and the time for performance of my obligations will be extended for the duration of the Event Outside my Control. Where the Event Outside my Control affects my performance of Services to you, I will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

9. YOUR CANCELLATION RIGHTS

- 9.1 You have a right to change your mind and cancel within the 14 day cancellation period stated in the Notice of the Right to Cancel. If care is provided to you during this time, this will be charged for.
- 9.2 Once I have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Me written notice if:
- (a) I break this contract in any material way and I do not correct or fix the situation within seven calendar days of you asking Me to in writing;
 - (b) I go into liquidation or a receiver or an administrator is appointed over the company's assets;
 - (c) I change these Terms under clause 3.1 to your material disadvantage; (d) I am affected by an Event Outside my Control.

10. My CANCELLATION RIGHTS

- 10.1 If I
- (a) Cancel a Booking Contract before the start date for the Services, due to an Event Outside my Control or the unavailability of key personnel or key materials without which I cannot provide the Services. I will promptly contact you if this happens.
 - (b) have to cancel a Booking Contract under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, I will refund these amounts to you.
 - (c) Where I have already started work on your Booking Contract for Services by the time I have to cancel under clause 10.1(a), I will not charge you anything and you will not have to make any payment to me.
- 10.2 Once I have begun to provide the Services to you, I may cancel the contract for the Services at any time by providing you with at least seven calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, I will refund these amounts to you.
- 10.3 I may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Me when you are supposed to as set out in clause 6.1. This does not affect my right to charge you interest under clause 6.2; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within seven days of Me asking you to in writing.
 - (c) You with hold vital information from me that is required for me to provide safe and effective care.
 - (d) You are abusive to me and any member of my staff

11. INFORMATION ABOUT ME AND HOW TO CONTACT US

11.1 My Midwife Madelaine is a company registered in England and Wales. The company registration number is 15061153 and the registered office is at 82a James Carter Road, Mildenhall, Suffolk, IP28 7DE.

11.2 If you have any questions or if you have any complaints, please contact me. You can contact Me by phone me at 07561857875 or by emailing Me at madelaine@mymidwifemadelaine.com.

11.3 If you wish to contact Me in writing, or if any clause in these Terms requires you to give Me notice in writing (for example, to cancel the contract), you can send this to Me by e-mail, by hand, or by post to My Midwife Madelaine Ltd at the address shown at clause 11.1 above or the email address shown at clause 11.2 above. I will confirm receipt of this by contacting you in writing. If I have to contact you or give you notice in writing, I will do so by e-mail, by hand, or by post to the address you provide to Me in the Booking Contract.

12. HOW I MAY USE YOUR PERSONAL INFORMATION

12.1 I will use the personal information you provide to Me to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar services that I provide, but you may stop receiving these at any time by contacting me.

12.2 I respect your confidentiality, but may share your information with other health professionals who are involved in your care (for example a hospital or your GP) for the safety and well-being of you and your baby. I have a legal requirement to share information – for example when there are safe guarding concerns. I would also share information as part of an investigation in to your care by us, another health provider or an external regulatory body or if you raise concerns to me or another provider about your care, i may share information as part of the ensuing investigation into those concerns

12.3 I will not share your information with any other third party.

13. OTHER IMPORTANT TERMS

13.1 I may transfer the rights and obligations under these Terms to another organisation, and I will always notify you in writing if this happens, but this will not affect your rights or my obligations under these Terms.

13.2 This contract is between you and My Midwife Madelaine Ltd. No other person shall have any rights to enforce any of its terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If I fail to insist that you perform any of your obligations under these Terms, or if I do not enforce my rights against you, or if I delay in doing so, that will not mean that I have waived my rights against you and will not mean that you do not have to comply with those obligations. If I do waive a default by you, I will only do so in writing, and that will not mean that I will automatically waive any later default by you.

13.5 These Terms are governed by English law. You and I both agree to submit to the non-exclusive jurisdiction of the English courts.