



# Website Terms and Conditions

## Introduction

This website, [www.thebirthco.com.au](http://www.thebirthco.com.au) is owned and operated by Danielle Wann. If you have any questions or need further information, please contact:

Danielle Wann

7 Kapula Way, Munster, 6166, Australia

0409750 416

ABN: 58 508 293 343

This document sets out the Terms and Conditions you need to be aware of when using this website. Please take a moment to read them, as they set out your important rights and obligations and I care about making sure we both know where we stand. When you visit this website, attend a workshop, use my services or purchase my products you agree that you are over the age of 18 and agreeing to be automatically bound by these terms and conditions, including the privacy policy.

If you don't accept this agreement, you should not continue to visit this website, attend a workshop, use my services or purchase my products.

All products and services advertised on this website are offered in compliance with Australian Consumer Law.

## General Disclaimer

On this website you will find blog posts, articles, testimonials, hints and tips and information about health and wellbeing. This information is provided solely for your education and to inform you about my services.

## My Rights and Responsibilities

I take care to provide information that I believe is valuable, but I cannot be responsible for the use that you make of that information.

Please be aware that the generalised information I provide is not a substitute for specialist advice tailored to your individual circumstances. It is particularly important to acknowledge that generalised pregnancy, birth and parenting information is never a substitute for specialist advice tailored to your personal situation.

There is no professional relationship formed between us unless you explicitly choose to work with me by purchasing my services or products.

Any testimonials and promised results I may display on this website are based on my experience and those of my previous clients. There are no guarantees that anyone else will achieve the same results.



## Website Terms and Conditions

I may modify this information provided on this website at any time, including altering or deleting it without notice.

## Visitor Responsibilities

The information and any services I provide on and through this website is for general information purposes and is not a substitute for any professional or medical attention, treatment, examination, advice or diagnosis. It is not intended to provide a clinical diagnosis nor take the place of medical advice from a fully qualified medical practitioner. You are responsible for consulting a doctor before using any of the information or materials contained on or accessed through our website, before commencing any new regimes, trying any treatment or taking any course of action that may directly or indirectly affect your health or well being. Prioritise your own safety, conduct your own research and make informed decisions about whether a particular course of action is suitable for your situation.

## Downloads

The Birth Co is not responsible for any viruses or damage that may occur as a result of files offered as downloads from the site. We do all we can to ensure they are safe when they are uploaded, but you are responsible for maintaining active and up to date internet security and anything you choose to download is at your own risk.

## External Links & Third Party Advertisements

The Birth Co may from time to time provide links to other websites, advertisements and information on those websites for your interest and convenience. This does not necessarily imply that there is any sponsorship relationship, endorsement, approval or arrangement between thebirthco.com.au and the owners of those websites. The Birth Co has no control over and is not responsible for any of the content found on the linked websites. I do not warrant the suitability of any advertised product for your circumstances, and I have no part in or responsibility for any transaction that you might enter into with an external advertiser.

## Specific Disclaimer

This disclaimer relates to The Birth Co Hypnobirthing Workshops, As a qualified practitioner with Hypnobirthing Australia, I meet the requirements for professional registration, including ongoing professional development. All of the information on this website or provided at workshops is intended to assist you to approach your child's birth with confidence and clarity. This information is in no way a substitute for professional medical or midwifery advice about your individual situation.

My intention in offering these workshops is to:

- give couples the confidence to approach the birth of their child with a positive mindset
- introduce couples to a range of tools and techniques which they can choose to use during pregnancy and the labour and birth of their baby



## Website Terms and Conditions

- ensure couples are aware of their options and choices during pregnancy, birth and early parenting, and
- encourage them to take an informed, proactive, calm approach when navigating challenging decisions.

If you have any previous psychiatric history or mental health issues that may impact your ability to use the relaxation or self-hypnosis methods and tools I offer, please let me know ahead of time to ensure this is taken into account.

To get most out of my workshops, it is useful if you and your partner have begun to explore and discuss what would positive birth experience might look like for you.

Every pregnancy, birth and baby is unique and the benefits you may get from attending my workshops will depend on a wide range of personal factors beyond my control, from your physical and genetic makeup to your willingness to do the homework and make your own preparations. Your results are dependent on your willingness to practice and engage with the tools and techniques that I teach, your readiness to take responsibility for your own choices and actions, your flexibility in understanding that no birth ever goes completely to plan, and your ability to adapt to stay in the moment and make conscious choices as circumstances change. I will support and advice you to the best of my ability, but you remain fully responsible for your own actions, choices and decisions about what is right for you. Ask questions, conduct your own research, consult appropriately qualified professionals, and empower yourself to prepare for a positive birth.

## Intellectual Property

The content of this website is protected by copyright. No portion of this website may be copied or replicated in any form without written consent. Please contact me at [hello@thebirthco.com.au](mailto:hello@thebirthco.com.au) to obtain consent. Commercial use of any sort is expressly prohibited. You may share on social media so long as you link back to thebirthco.com.au.

You agree not to change or delete any copyright materials downloaded from this website or any site accessible through this website.

Unless I have agreed otherwise in writing, I do not grant you any other express or implied right or license to use my website content or my intellectual property.

## Payment Terms

Payments accepted include paypal or direct fund transfer. Payment plans are available by contacting [hello@thebirthco.com.au](mailto:hello@thebirthco.com.au)

## Shipping and Delivery

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly. We are not responsible for goods that are damaged in transit



## Website Terms and Conditions

or not received. Replacement of damaged or lost items may be made in special circumstances, at the discretion of The Birth Co.

## Refund Policy

Hypnobirthing Workshops including Hypnobirthing Australia offer the same refund policy. If you choose to cancel a booked workshop up to 4 weeks prior to commencement of the workshop, The Birth Co will retain a \$50 admin fee and reimburse the remaining amount. If you choose to cancel with less than 4 weeks' notice, no refund is offered for your change of mind.

If you are unable to attend a workshop due to the early and unexpected birth of your baby, I will refund the workshop fee minus a \$50 admin fee anytime up to the workshop date.

## Rescheduling a Workshop

To change the date of a workshop that you have booked and paid for in full, please contact me on [hello@thebirthco.com.au](mailto:hello@thebirthco.com.au) Where possible, I will attempt to accommodate a change in date. If no suitable alternative workshop date can be found, then the refund policy above will apply.

## Visitor Information

### Respectful engagement and communication

Any forms of communication on The Birth Co by visitors interacting, commenting or engaging with the site must at all times be respectful. The Birth Co reserves the right to delete any inappropriate or unacceptable comment at my discretion.

### Third party content

Any content on The Birth Co that has been posted by a third party will be identified as such and represents the opinion of the author. The Birth Co takes no responsibility for the accuracy of such posts.

### Jurisdiction & Dispute Resolution Jurisdiction

The Birth Co is located in Perth, Western Australia. This agreement is subject to the governing law of Western Australia.

### Negotiation

If you have any issue or complaint arising out of your use of this website or these terms and conditions, The Birth Co agrees to make a genuine effort to resolve the dispute through negotiation and discussion.



## Mediation

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent, accredited mediator. The mediator is to be appointed by agreement between us, or if we can't agree within 21 days of the first Website Terms & Conditions 6 notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation. We agree to share the costs of mediation equally between us.

## Litigation

Neither of us will commence litigation other than for interlocutory relief before we have first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.