

Blissed Out Babies Business Agreement

Client Name: As confirmed on booking form

Programme: The Taming Toddler Sleep Programme

Length of Programme: Up to 2 years, until child's 3rd birthday

Price of Programme:

Congratulations on making a great decision to join The Taming Toddler Sleep Programme! Below is a summary of what you can expect during the course of our working relationship together. I look forward to working together and serving you.

Please read the below and the following Terms of Use carefully as it sets out our legal obligations to each other, including your rights and remedies. If you receive services of any kind from us this document will govern our relationship and no other terms, either written or oral, shall apply.

WHAT WE EXPECT FROM YOU

1. Communicate openly and honestly with Jemma at all times, I promise there is no judgement, but I can only help if you're open.
2. Attend at least 2 monthly video calls when actively working on sleep challenges.
3. Trust in me, us and the process. I've got you.
4. Make the time. You've invested in your family, but the work does not stop there. We are just getting started! You need to make the time to execute on what I ask of you.
5. You must execute on the action plans that we create together.

WHAT YOU CAN EXPECT FROM ME

1. Evidence-based, easy-to-understand resources to support your parenting goals.
2. Access to 2 weekly video coaching calls up to 3.5 hours in total.
3. Support in the Facebook group Monday-Friday 9-5pm (SLA 4h response)
4. I will share ALL of my experience and expertise. If I don't know the answer to a question, I promise to research it and return with an answer.

Terms of Use

This agreement ("**Agreement**") is a legally binding contract between The Client and (Blissed Out Babies) (the "**Company**") with respect to The Client's receipt of services from the Company.

The Client hereby agrees to this Agreement and its terms in full and without amendment by receiving services of any kind from the Company. If you are not eligible to accept this Agreement or do not agree with these terms then you must not receive any services from the Company and you are not allowed to begin the programme. If you agree to this Agreement

on behalf of an organisation, you represent and warrant that you have the authority to bind the organisation to this Agreement.

The Company and The Client may hereinafter be referred to individually as a Party and collectively as the Parties.

The Company provides the services of coaching to parents of children aged between one and three years old which are set out in detail in Clause 2 (Services) and has extensive industry knowledge, training and experience

The Client recognises the goodwill, reputation and track record of the Company and wishes to avail of the Services in exchange for payment as set out in Clause 6 and agrees to the terms contained herein as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following defined terms shall have the meaning ascribed to them below:

1. Agreement: this means this agreement executed between the Company and The Client and includes the schedules, annexures, amendments or any other supplementary document executed pursuant to this Agreement and incorporated in this Agreement by reference.
2. Business Day: a day, other than a Saturday or Sunday or public holiday in the UK, when banks are open for business.
3. Business Services: goods or services created and delivered by The Client with the intention of upskilling end users in a specific area. This includes any updates to The Client's Business Services and includes but is not limited to: courses, content, coaching programmes, consultancy services and other similar services, any or all of which shall be Business Services.
4. Coaching: refers to –
 - a. Systems to help The Client achieve better sleep through education and tailored support.
 - b. Personal help
 - c. Reviews and feedback on sleep diaries and routines.
 - d. Questions answered
 - e. Strategies provided to fit The Client's goals/needs
 - f. And anything else which the Company provides to The Client to assist them in progressing
5. Commencement Date: means the date of receipt of Services and the access given to The Client to the Services.
6. Company's Privacy and Cookie Policy: means the privacy and cookie policy of the Company, created in compliance with all applicable data protection legislation,

including the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018, as located on The Company's website.

7. Confidential Information: means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the Parties), where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
8. Force Majeure Event: means any circumstance not within a Party's reasonable control including, without limitation acts of God, flood, storm, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; the collapse of buildings, breakdown of plant or machinery, fire, explosion or accident; any labour or trade dispute, difficulty or increased expense in obtaining workers, materials or transport, strikes, industrial action or lockouts; and interruption or failure of utility service.
9. Services: means the specific services of the Company which The Client requires as set out at the beginning of the Agreement (which may be amended from time to time by the Parties in writing).

1.2. INTERPRETATION

- A. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- B. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- C. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- D. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- E. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- F. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- G. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- H. A reference to writing or written includes faxes and email.
- I. References to a document in the agreed form are to that document in the form agreed by the Parties in writing.
- J. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

- K. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- L. Where any statement is qualified by the expression so far as Party is aware or to the best of Party's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- M. Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- N. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. SERVICES

2. 1. The Services provided by the Company are set out in detail below.

List of Services Provided by the Company

- 1. Educational Materials
 - 1.1. Provision of educational materials including documents and videos created by the Company. Access to such materials is from the Company's online portal, during the duration of the chosen Programme.
- 2. Coaching
 - 2.1. Video coaching and Facebook support. Including sleep diary analysis upon request, answering questions and making suggestions based on the Client's goals.
 - 2.2. Video coaching is conducted virtually through online calls, the number and frequency of which is according to the chosen Programme. Support
 - 2.3. Support through the Company's private Facebook community, which The Client will be given access to once The Client has paid.
- 3. Other Services Policies:
 - 3.1. The Company reserves the right to amend the content of the Programmes as it sees fit in order to deliver the best possible service to The Client (in the Company's sole discretion), or in order to comply with law or regulation.
 - 3.2. The Client acknowledges that the Company may, as part of the Services, at its sole discretion, use third parties to (i) create materials, (ii) provide inputs for content including videos and documents, (iii) conduct Coaching and (iv) provide support.
 - 3.3. The Company endeavours to provide the Services in accordance with industry standards.
 - 3.4. The Client acknowledges that some of the Services are not specifically tailored to The Client and may be generic in nature.
 - 3.5. The Company reserves the right to amend the content of the Programmes at its sole discretion as it sees fit in order to deliver the best possible service to The Client or in order to comply with law or regulation.

3. PROPRIETARY NATURE OF THE SERVICES

1. As a result of the Company's expertise, education, skill, connections and experience in the industry, the Company has developed and owns the material together with all rights (including, as between the Parties, all intellectual property rights, without limitation) associated with the material ("**Proprietary Property**").
2. The Proprietary Property is proprietary in nature and cannot be discussed, assimilated, forwarded to any third party or used in any manner not explicitly permitted herein by The Client without prior written permission from the Company.
3. The Client acknowledges that it will only be implementing the systems and does not have any right, title or interest over Proprietary Property.
4. The Client may use the Proprietary Property only in accordance with the written standards and specifications set forth in this Agreement to legally pursue The Client's business interests, so long as they do not violate this Agreement.
5. Without limiting the foregoing, during the term of this Agreement:
 - 5.1. The Client must use the Proprietary Property only in connection with the terms set forth in this Agreement and other authorised use in accordance with specific written directions from the Company;
 - 5.2. The Client must not use the Proprietary Property as security for any obligation or indebtedness nor in any manner encumber it;
 - 5.3. The Client must exercise caution when using the Proprietary Property to ensure that the Proprietary Property is not compromised or altered in any manner; and
6. The Client shall not at any time:
 - 6.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Proprietary Property in any form or media or by any means; or
 - 6.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Proprietary Property; or
 - 6.3. access all or any part of the Proprietary Property in order to build a product or service which competes with the Services and/or the Company; or
 - 6.4. use the Services and/or the Proprietary Property except as explicitly permitted herein; or
 - 6.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or the Proprietary Property available to any third party; or
 - 6.6. attempt to obtain, or assist third parties in obtaining, access to the Services and/or the Proprietary Property, other than as provided under this Agreement.
7. Any use of the Proprietary Property after the term of this Agreement, not in strict accordance with, outside the scope of this Agreement, or without the Company's prior written consent, shall be deemed to be an infringement of the Company's rights in the Proprietary Property.
8. The Client shall be held solely responsible and liable for any and all damages, whether statutory or at common law, including, but not limited to, any and all legal fees, costs, arbitration, mediation and courts costs relating to any legal action brought by the Company against The Client for any infringement on the Company's rights in the Proprietary Property, and shall fully indemnify and hold harmless the Company in respect of any such costs.

9. The Client must notify the Company no later than seven (7) days in the event of becoming aware of: (i) any claim of infringement or any other claim in relation to the Proprietary Property; or (ii) any use of any Proprietary Property by persons other than The Client. Except pursuant to the court process, The Client must not communicate with anyone except the Company and the Company's legal representatives in connection with any such infringement, challenge or claim.
10. The Client agrees to sign all instruments and documents, render any assistance, and perform any acts that the Company deems necessary or advisable to protect and maintain The Client's interest in any action or proceeding related to the Proprietary Property or otherwise to protect and maintain the Company's interests in the Proprietary Property.
11. The Client shall indemnify and hold harmless the Company against any and all damages for which the Company is held liable pursuant to final, binding and non-appealable judgement against The Client in connection with any legal claim or action arising out of The Client's use of the Proprietary Property not in accordance with the Company's explicit written instructions.
12. The Client acknowledges that it has no ownership or other rights in the Proprietary Property or any intellectual property rights used by the Company in the provision of the Services and that as between the Parties the Company is the sole and exclusive owner of the Proprietary Property and any intellectual property rights used by the Company in the provision of the Services.
13. The Client hereby agrees to irrevocably and unequivocally waive any and all rights, whether in law or in equity, to file any claims, actions, sue, demand or file any and all claims, compel mediation or arbitration with the Company, and any of the Company's employees, contractors, and managers relating to any breach by The Client of the Company's intellectual property rights hereunder.
14. For the avoidance of doubt, as between the Parties The Client shall own all of The Client's content, courses, and consultancy services which they provide to their end users. The Client represents and warrants that none of The Client's content breaches the intellectual property rights of any third party and The Client shall fully indemnify and hold the Company harmless against any and all claims, costs and losses of any kind against the Company in relation to The Client's use of the Proprietary Property and/or the Services.

4. COMMENCEMENT AND TERM

1. The Agreement shall commence on the date of payment being received.
2. The Company shall provide its Services to The Client from the Commencement Date, at which time The Client shall pay in full cleared funds as directed by the Company, the non-refundable initial payment and/or deposit whereupon The Client will gain access to the Programme.
3. The Client acknowledges that the length of the programme chosen is fixed according to the times and dates set out in the beginning of this Agreement and subject to any suspension of Services set out in Clauses 6.4.10 to 6.4.14 inclusively, is not dependent upon The Client's availing of any or all of the Services contained in the chosen Programme including the attendance to all or any coaching calls, participation in watching the video lectures found inside The Client's portal.

4. The Client acknowledges that the payment due as stated in the beginning of this Agreement is not dependent upon whether The Client has used any or all of the Company's Services or not.

5. DATA PRIVACY

1. The rights and obligations of the Parties in relation to the processing of data under this Agreement are set out in detail in the Company's Privacy and Cookie Policy on their website and The Client hereby consents to the terms contained to the Company's Privacy and Cookie Policy.
2. The Company, in the course of its regular operations, will process personal data captured by the Company in relation to The Client and will comply with all applicable data protection legislation, including the General Data Protection Regulation 2016/679 (GDPR) and the UK Data Protection Act 2018.
3. The Client agrees that the Company may save The Client's sensitive data including, but not limited to, The Client's credit, debit, PayPal or bank account information in order to carry out this Agreement. For the purpose of this Agreement, the Company is considered the Data Controller, the Company's GDPR compliant 3rd party payment processor is considered the Data Processor and The Client is considered the Data Subject.
4. The Company shall not restrict the processing of The Client's personal data if the processing of the data is legal.
5. The Client's data such as their payment method kept on file, any emails, phone numbers, or other such personal data, shall be processed by the Company for the duration of the Agreement and for a period so long as is reasonably required after the termination of the Agreement.
6. It is the responsibility of The Client to ensure that all Personal Data submitted to the Company is correct at all times.

6. PAYMENT & REFUNDS FOR THE PROGRAMME

1. The responsibility to make payments on time is that of The Client. Payments must be made on time. If you are more than three days late, the programme will be paused until you have made payment.
2. Payments made later than 7 days will incur a late payment charge of 5% of the invoiced sum added to the payment amount, compounding on a monthly basis.
3. Additional Payment & Refunds Policy:
 - 3.1. All payments made are non-refundable.
 - 3.2.

6. GUARANTEE

1. You can access support calls, Facebook group support and on-demand resources until your child's third birthday.

7. LIABILITY

1. The Client agrees to irrevocably hold the Company, and its affiliates, designees, brokers, agents, and their respective officers, directors, representatives, employees, agents, independent contractors, family members, attorneys, and heirs harmless for any and all losses, whether in tort or contract, or any other statutory or common laws, liabilities, claims, demands, whether in law or equity, that may exist as of the date of this Agreement relating to this Agreement or any other agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under this Agreement, or other laws of England & Wales.
2. The Company's liability under this Agreement shall be limited to the price paid by The Client for the Programme over the 12 month period before the commencement of any claim or claims.
3. Nothing in this Agreement shall operate to exclude or limit either party's liability for:
 - death or personal injury caused by its negligence;
 - fraud or fraudulent misrepresentation;
 - any other liability which cannot be excluded or limited under applicable law;
 - any act or omission which is designed or intended to cause any loss or damage;
 - the indemnities provided hereunder; or
 - any breach of Clause 12 (Confidentiality)
4. Subject to Clause 11.3 above, in no event shall either Party be liable to the other whether arising in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or damage including any loss of profit, business, revenue, goodwill or anticipated savings.
5. The Company excludes all implied conditions, warranties, representations or other terms that may apply to the Services.

8. CONFIDENTIALITY

1. Each Party undertakes that it shall not at any time during this Agreement or thereafter disclose to any person any Confidential Information concerning The Client, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 12.2.
2. Each Party may disclose the other Party's Confidential Information:
 - 2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 10; and
 - 2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. FORCE MAJEURE

1. Provided it has complied with Clause 13.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for the performance of such obligations shall be extended accordingly.
2. The corresponding obligations of the other Party will be suspended, and it's time for the performance of such obligations extended, to the same extent as those of the Affected Party.
3. The Affected Party shall:
 - 3.1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than ten (10) days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving fifteen (15) days written notice to the Affected Party.

10. ENTIRE AGREEMENT

1. This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous Agreement, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11. VARIATION

1. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12. FREEDOM TO CONTRACT

1. The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.

13. NO RIGHTS OF THIRD PARTIES

1. Unless it expressly states otherwise, this Agreement does not give any rise to any rights to any third parties to enforce any term of this Agreement. The rights of the Parties to vary or rescind this agreement are not subject to any consent of any third party.

14. WAIVER

1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. NOTICES

1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by reputable international courier at its address specified on the first page of this Agreement or to such other address as may be designated by notice given as herein required. Notice, consent or other communications (but not service of process) may also be given by e-mail at the email address specified on the first page of this Agreement or as may be notified by the Parties to each other from time to time.
2. Any notice or communication shall be deemed to have been received:
 - 2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 2.2. if sent by international courier, at 9.00am on the second Business Day after the time recorded by the delivery service; and
 - 2.3. c. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 18.2 (c) business hours mean 9.00am to 5.00pm on a Business Day in the place of receipt.
3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. RIGHTS AND REMEDIES

1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. GOVERNING LAW AND JURISDICTION

1. This Agreement, its subject matter, the Parties' respective rights and obligations and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England & Wales. The courts of London, England shall have exclusive jurisdiction.
2. In the event of any dispute or difference (Dispute) arising between the Parties out of or relating to this Agreement or the breach thereof, the Parties shall use their best endeavours to settle such Dispute. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a

just and equitable solution satisfactory to both Parties for a minimum period of one month before commencing any formal legal proceedings of any kind.

18. TERMS AND TERMINATION

1. This Agreement shall be deemed accepted in full by the Parties and shall commence on the date that Business accepts services of any kind from the Company. This Agreement will continue in full force and effect until terminated in accordance with this section. The Client may terminate this Agreement immediately with written notice to the Company for any (or no) reason. The Company may only terminate this Agreement immediately with written notice to The Client if there has been a breach in this Agreement, which must be stated in writing.
2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
3. If any provision or part-provision of this Agreement is deemed deleted under Clause 22.2 the Parties shall negotiate in good faith to agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
4. The following provisions will survive any termination of this Agreement: 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,15, 16, 17, 18.