

# LIFE *after* BIRTH

## Terms of Engagement

*Megan Garlick, founder of Life After Birth, is an expert infant sleep specialist and postnatal educator drawing on her vast experience and qualifications as a Registered Nurse, Midwife and Certified Infant Sleep Consultant to support parents with achieving great sleep and settling outcomes for their babies and toddlers and postnatal care through private consultation, education and ongoing support.*

*This document is a Client Agreement (the "Agreement") between Life After Birth ABN 33003281051 (the "Practitioner") and you (the "Client") and describes the term and conditions of working with me so best outcomes are achieved for you and your babies.*

*Please read this Agreement carefully. While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email AND by continuing to accept and engage the services of Life After Birth.*

## TERMS AND CONDITIONS

### 1. Services

Life After Birth provides the following packages and services to help you achieve the best postnatal support:

#### 1. Packages

The following packages are available to parents who require an all-inclusive service.

1. **The Expectant Parent Package - \$255 (single in-home session/up to 2 hours)**  
The Expectant Parent Package is designed to support parents to prepare for the arrival of their baby and covers the following key caregiving aspects for best preparation and practice during a single in-home consultation to address the following:
  - a. Setting the nursery up safely
  - b. Smart packing for the hospital
  - c. Be fully prepared and confident for Baby's 1<sup>st</sup> week. A lot of things may happen at once - bleeding, breast milk coming in, cluster feeding, baby weight loss, swelling, baby's first meconium and what to expect, bathing baby, bringing baby home, managing meals and visitors and home organization.
  - d. Feeding (bottle or breast) tips
  - e. Settling - setting baby up for sleep success
  - f. Best practice sleeping arrangements for baby and parents.
  - g. What is normal and what's not (newborn rash, fevers, cries etc.)
  - h. Maternal self-care - baby blues, exercise, eating smart, body care
  - i. Question and discussion time.
  
2. **The Welcome Home Package \$295 (single in-home session/up to 3 hours)**  
The Welcome Home package is designed to support parents to manage all aspects of care and parenting from birth to 8 weeks and covers the following key caregiving aspects for best preparation and practice:
  - a. Feeding (bottle or breast) tips and what to look out for
  - b. Settling - setting baby up for sleep success
  - c. Bathing - how often, what products to use and temperature
  - d. What is normal and what's not (newborn rash, fevers, cries etc.)
  - e. Maternal self-care - baby blues, exercise, eating smart, body care
  - f. Question and discussion time available at the end of the consultation

**3. Important information for the above packages:**

You understand and agree

1. Email follow up is provided for up to 1 week for an added fee of \$35.00.
2. eBook manuals will be provided for both packages.
3. Consultation for parents out of Sydney, interstate and overseas are via Zoom.
4. Mothers engaging in-home consultation will receive the Edinburgh Postnatal Depression Scale to measure mental health for appropriate recommendation to a general medical practitioner, social worker or psychologist as required.

**2. Services**

**1. Infant Sleep Consultations**

1. Life After Birth provides 1:1 Infant Sleep Consultations to parents aiming to achieve sustainable sleep outcomes for babies and toddlers.
2. Consultations are conducted in-home or via Zoom if outside of Sydney.
3. All consultations are approximately 90 minutes.
4. All consultations include a detailed and tailored plan for your baby.
5. All in-home consultations include follow up via email for 2 weeks.

**Pricing**

6. Consultation fees for 90-minute Infant Sleep Consultations are as follows
  - Newborn - \$145.00 per consultation
  - 4-12months - \$245.00 per consultation
  - 12 months - 2 years - \$275.00
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**2. Bedtime Wars Settling Support (In-home) - \$695.00**

1. Life After Birth provides in-home bedtime settling review and support for babies and toddlers up to 24 months.
2. Settling support ranges from 2-3 hours within the home during bedtime and includes emailed personal plan and advice along with 2 weeks of email support.
3. Email support will be responded to within 48hours of receiving the email.

**2. Payment**

You understand and agree:

1. Full payment to be made at the time of booking before proceeding with all services.
2. Payment is accepted online via PayPal or credit card, upon purchase of your required service.
3. All fees are in Australian dollars and GST exclusive.
4. Life After Birth reserves the right to change fee and services structures at any time. Please refer to the website for confirmation of current fee and service information.

**3. Bookings**

You understand and agree:

1. Booking appointments for all services are confirmed directly with the Practitioner.
2. You will be required to complete a Sleep and Feeding History Questionnaire at the time of booking.
3. All sessions and Services are non-transferrable.
4. To get the most out of sessions, you need to follow all instructions for a minimum of two weeks as directed by the Practitioner.
5. All confirmed consultations must be completed within 60 days of the first booking.
6. All unused confirmed bookings will be forfeited after 60 days.
7. Follow up support via phone and email is provided after the session for up to 2 weeks between 9 am and 5 pm Monday through Friday.
8. After 14 days a second session will be required to reassess why the baby is not settling and to implement other strategies.

**4. Cancellation**

You understand and agree

**Sessions**

1. Cancellations less than 48 hours prior to the consultation date will only be refunded 50% of the fee.
2. Cancellations more than 48 hours of the consultation date will be refunded in full less a cancellation fee of \$75.

3. You will be charged the full consultation fee if you cancel on the day of consult.
4. You may reschedule your appointment within 48 hours of your booked consultation and every effort will be made to accommodate your preferred rescheduled time, however, availability at your requested time is not guaranteed.

**Rescheduling**

5. This Agreement will terminate upon completion of package services or 14 days after the date of your consultation.
6. Any continuing support packages may be purchased separately and will be subject to the same terms and conditions in this Agreement.
7. Termination of this Agreement for any other reason, by either party, must be in writing and will be effective immediately.
8. Where termination is by the Parent/Client fees for unused sessions less any reasonable expenses incurred by the Practitioner and a cancellation fee of \$75, will be refunded to the client within 7 days of termination.
9. Where termination is by Life After Birth, through no fault of the Parent/Client, all fees for all unused sessions will be refunded to the client within 7 days of termination.

**5. Refund Policy**

**You understand and agree:**

1. Other than provided for in this Agreement, refunds will only be provided to you by Life After Birth if you cancel within the prescribed period of time or if you are unable to attend a consultation because of serious illness, family emergencies, or other emergencies.
2. A full refund will be issued in the case of stillbirth or where the baby is seriously ill.
3. In the case of where a baby is in neonatal intensive care or similar, e.g special care, the purchased session may be rebooked at a later date or refunded at the parent/ carers discretion.
4. Refunds will not be issued for a change of mind.

**6. Training and Mentoring Relationship**

**You understand and agree:**

1. Throughout the consultation sessions, you will be engaged in direct and personal conversations with the Practitioner.
2. You will be required to communicate respectfully, be honest and provide full disclosure of any medical history about your child or yourself that may be relevant for the session or expected outcome.
3. If you believe the selected settling protocol is not working, it is your responsibility to communicate that belief to the Practitioner as soon as possible so the issues can be addressed promptly and effectively.

**Privacy and Confidentiality**

4. The relationship and content of all consultations between you and Life After Birth are confidential between you and the practitioner and shall not be disclosed to a third person by the practitioner unless required to do so by law or with your express and written permission.
5. The personal and/or sensitive information you are requested to provide when you engage Life After Birth and thereafter is managed by our [Privacy Policy](#)

**7. Acknowledgment & Disclaimer**

**You understand and agree:**

1. You have engaged Life After Birth's services at the agreed Fee.
  2. While the Practitioner is a Registered Nurse, Midwife and Certified Infant Sleep Consultant experienced in postnatal care and infant sleep, the Practitioner is not a medical doctor, psychologist or psychiatrist and will refer and recommend you to appropriate health care support or medical practitioner where the Practitioner feels a referral for further investigation is required.
  3. The information and support provided by the Practitioner for informational purposes only and is intended for use to assist with managing common early childhood sleep issues and general postnatal care.
  4. Information provided by Life After Birth, verbally, in writing or via our website or social media is not intended to be a substitute for medical advice or treatment.
  5. Before following the advice of Life After Birth, you are required to seek the advice of your doctor or other qualified health practitioners regarding any matters that may require medical attention or diagnosis.
  6. Reliance on any information provided by Life After Birth is solely at your own risk
  7. You are solely responsible for any changes you choose to implement.
- You further agree to the following:**
8. To follow safe sleeping practices in line with **SIDS** recommendations.

9. To check with your GP if your baby has any medical conditions which prevent them from being sleep trained safely.
10. To disclose any medical condition, you or your baby has to Life After Birth.
11. To the information relating to your baby during the sleep consultation to be used for case studies, without the use of any identifying information.

#### **8. Feedback & Dispute Resolution**

##### **Your feedback is important!**

##### **You understand and agree:**

1. You will contact the Practitioner immediately with any concerns so that they may be resolved quickly and effectively.
2. In the event of a dispute you agree to the following Dispute Resolution Procedure:
  - i. You must advise the Practitioner in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
  - ii. You agree to meet in person, via Zoom or similar online platform, in good faith to seek to resolve the dispute by agreement and compromise.
  - iii. If an agreement cannot be reached to resolve the dispute any party may refer to a mediator (via Zoom only) who will determine time and place for mediation.
  - iv. Both parties (you and the Practitioner) must attend the mediation referred by the mediator, in good faith, to seek to resolve the dispute through mediation or other alternative dispute resolution processes.
3. Confidentiality is paramount to both the reputation of you and the Practitioner.
4. At no time will any communications or discussions be made public. This includes but is not limited to any social media websites of either party.
5. Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

#### **9. Limitation of Liability**

##### **You understand and agree:**

1. Liability for the services provided by Life After Birth is governed solely by the Australian Consumer Law and these Terms and Conditions.
2. Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
3. Except for your Statutory Rights, all material (including but not limited to educational and demonstration videos and other material) and services are provided to you without warranties of any kind, either express or implied; and Life After Birth expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
4. To the extent permitted by law, Life After Birth excludes all express or implied representations, conditions, guarantees, warranties and terms relating to any Services except those set out in this Agreement, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in this Agreement.
5. Life After Birth guarantees all services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.
6. Life After Birth cannot and does not guarantee that you, the Client, will take the necessary actions identified during the sessions to achieve a specific result. What you achieve through these sessions are your choice and responsibility.
7. To the extent that the practitioner is unable to exclude liability; total liability for loss or damage you suffer or incur from Services by Life After Birth is limited to re-supplying the Services to you, or, at the Practitioner's option, refunding to you the amount you have paid for the Services to which your claim relates.

#### **10. Governing Law**

##### **You understand and agree:**

1. The Terms and Conditions of this Agreement are governed and construed in accordance with the laws of New South Wales, Australia.
2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of New South Wales.

By ticking this box, I CERTIFY THAT I have read this document and I fully understand and agree to all of the terms and conditions contained in this Agreement.