

Terms and Conditions – Baby group (version of [27th of June 2022])

This document constitutes a contract between you and Our Parenting Journeys Sàrl (hereinafter: "OPJ") that applies to all Baby Groups provided by OPJ.

You should read it carefully and raise any questions and concerns that you have.

The contract is concluded once you have booked onto a baby group and by checking the box "*I have read and understood the terms and conditions of [27th of June 2022] and the disclaimer of [27th of June 2022]*" and if OPJ does not decline your booking within 48 hours.

The client agrees to pay fees for the service on the terms and conditions set out below. In return for the fees payable by the client (or by a third party on their behalf), OPJ agrees to provide the service in accordance with the terms and conditions set out below.

The service: Baby group

- 1.1. The services to be provided by OPJ are peer support baby groups, and these do not constitute group psychological counselling or any type of group therapy or clinical treatment, and should not be construed as such.
- 1.2. OJP does not make any representations or warranties, express or implied, regarding information provided during baby groups. Reliance on any information provided by OJP is solely at your own risk.
- 1.3. OPJ makes no guarantees regarding the results that you will see from attending baby group or using the information provided.
- 1.4. Baby groups will run weekly in several locations in and around Geneva. Baby groups will be 2 hours in length and will include time to socialise with other local parents and an informal discussion on a common parenting topic – this will be facilitated by a parenting coach or otherwise appropriately qualified expert.

2. Payment and fees

- 2.1. The fees for the baby group shall be as set out on the website.
- 2.2. Payment must be made in advance of the baby group starting via OJP online payment and booking system.

3. Cancellations by OPJ and refunds

- 3.1. If for any reason OPJ cancels a baby group, you will be notified as soon as possible and OPJ will try to offer you an alternative date.
In particular, you are made aware of the fact that the baby group require a minimum number of participants to run.
- 3.2. In the event that a baby group that is booked is discontinued due to OJP, you will be entitled to a pro rata refund.
- 3.3. It may be necessary in exceptional circumstances, for baby group times and dates to be changed. If the new time or date is not convenient to you OPJ will try to offer you an alternative but no guarantee is made that OPJ will be able to find a new time or date that works for all course participants. If OPJ is unable to find a suitable alternative date and time you will be entitled to a refund.
- 3.4. In the unlikely event that the baby group venue is changed and a new venue is found within 5 miles of the original venue, no refund will be available, notwithstanding that you may not find the new venue as convenient as the original venue.



4. Cancellations by the client and refunds

- 4.1. All amounts paid in respect of a booking are non-refundable, except in the event that a baby group that is booked does not take place or is discontinued due to OJP (see paragraph 3). OJP may, in its sole and absolute discretion, offer a full or pro rata refund in exceptional circumstances.
- 4.2. If baby groups are run online, sessions that cannot be completed due to technical problems on your side (including, but not limited to, lost internet connection) will be charged as normal.

5. Health

- 5.1. Please bring only healthy children to baby group. You and your child should remain at home if he, she or you have had a fever, vomited, or had diarrhoea within the past 48 hours or are exhibiting contagious cold symptoms (usually during the first few days of a cold). If you see another child with a runny nose or cough, do not automatically assume the child is contagious. Allergy symptoms can resemble cold symptoms.
- 5.2. OPJ reserves the right to refuse admittance to baby group if the class lead feels that the child or adult is too ill to participate

6. Termination

- 6.1. OPJ shall be entitled to terminate this contract and cease to provide you with any services with immediate effect in the event that you:
 - fail to pay when due your fees;
 - act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or collaborator of OPJ any baby group lead or any parent or child who attends baby group;
 - steal or act in fraudulent or deceitful manner towards any employee or collaborator of OJP, any baby group lead or any parent or child who attends baby group;
 - intentionally or recklessly damage our property or the property of our employees or other parents attending premises OPJ is using for the baby group;
 - are intoxicated through alcohol or illegal drugs while on premises OPJ is using for the baby group;
 - commit any criminal offence committed on premises OPJ is using for the baby group or where the victim is an employee of OPJ or another parent at the baby group;
 - are in other breach of these terms and conditions.
- 6.2. OJP reserves the right to not allow a child or parent to return to baby group if the baby group leader deems their behaviour unacceptable for another reason than the reasons listed in paragraph 6.1; in this case, OJP will refund any unused portion of the class fee.
- 6.3. On termination the responsibility and liability clause and confidentiality clause shall continue notwithstanding such termination.

7. Responsibility & Liability

- 7.1. The disclaimer of [27th of June 2022] is applicable and forms part of this contract.
- 7.2. Your child (or children) is your own responsibility during the baby group.

Under no circumstances will OPJ be liable to you for any damages of any kind resulting from a lack of supervision of your child (or children).



8. Photography and Video

- 8.1. From time to time OPJ may request to take photographs or shoot video during baby groups to use for marketing and promotional purposes, which may include, but is not limited to, use on social media, promotional materials or our website.
- 8.2. You will be asked whether or not you consent to being included in these images or footage. Where images are used in this way no additional personal information or names will be linked to them, unless specific additional permission is sought from the individuals involved.
- 8.3. OJP is happy for you to take photographs of your own child during baby group. If you wish for another child to be in the picture, please seek permission from the adult accompanying that child before taking pictures.

9. Confidentiality

- 9.1. During baby group, sensitive and personal information can be shared at times and so confidentiality is important. You must be comfortable sharing any information you disclose directly to the group during a baby group.
- 9.2. OJP baby group leads are required to have regular supervision sessions where they discuss aspects of their work. In such supervisions, baby group leads do not reveal individual identities and supervision itself is confidential between baby group leads and supervisor. By contracting with us you give your consent to such sessions.
- 9.3. Concerns and questions can be discussed privately with your baby group lead. In this instance any information you share will remain confidential between your baby group lead and yourself.
- 9.4. Exceptions to confidentiality are as follows:
 - Where you give your consent for information you have disclosed to be shared with a third party;
 - Where the coaches are compelled to by regulation or law; or
 - Where the information is of such gravity that confidentiality cannot be maintained. This includes instances in which your coach considers in their sole discretion the client or others could be in immediate danger; or
 - Where the situation concerns a safeguarding issue regarding the welfare of a minor.
- 9.5. OPJ requires that you provide an emergency contact name and telephone number, to be used only in the event of an emergency, such as sudden illness or accident.
- 9.6. OPJ requires that the name and contact details of your child's paediatrician be provided prior to the commencement of coaching sessions.

10. Data Protection

- 10.1. Under this contract, OPJ will obtain, use and disclose (together "**Use**") certain information about you ("**Data**"). This statement sets out the principles governing our Use of Data. By booking onto a baby group you agree to this Use.
- 10.2. When you register with OPJ you will need to provide certain Data such as your contact details and demographic information. OPJ will store this Data and use it to contact you, provide you with details of the course you have booked onto.
- 10.3. Unless you click on the relevant button on the Registration Form, OPJ may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles.
- 10.4. OPJ will not pass any personal data onto anyone outside of OJP.



10.5. OJP endeavour to take all reasonable steps to protect your personal Data, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

11. Complaints

Please contact OPJ in the first instance should you wish to discuss any aspect of your care or this contract.

12. Applicable law and jurisdiction

These Terms and Conditions are governed by Swiss law, to the exclusion of any other foreign legislation. The place of jurisdiction is Geneva, Switzerland.

