

Jas Kaur
Holistic Sleep Coaching

Terms of Engagement



WWW.JAS-KAUR.COM

Terms of Engagement

Please read the Terms of Engagement prior to any consultation or the purchase of an e-guide.

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by Jas Kaur (JK) for the Client.

In the extent that these terms are inconsistent with any other agreement between JK and the client (whether generally or in respect of specific instruction) then that other agreement prevails over these terms.

1. Services

1. JK will ensure that all products/services are provided in accordance with a timeframe agreed by both parties.

1.1. This Engagement will be confirmed as accepted and agreed by the client on payment.

1.2. The services provided for you are outlined in our service offer before the engagement commences.

1.3. Where referral to an external specialist is recommended, the fees for such services are not covered in the cost of this Engagement.

1.4. Clients are expected to have a stable period in which to implement their Sleep Plan; continuity, stability and persistence are important in meeting your goals.

1.5. The sleep plan will encourage providing an emotionally appropriate response to the child's needs, where any form of 'cry it out' is not advised.

1.6. The Sleep Plan is developed specifically for the Client and is not for onward distribution.

1.7. If Whatsapp/text support is included in your package, this is a maximum of 1 hour time slot each day. This support is Monday-Friday 9-4pm unless weekend and evening support is agreed at an additional cost.

2. Financial

2.1. Professional Fees:

2.1.1. Unless otherwise agreed with, our fees will be determined taking into account the expected amount of time and the skill level required completing the services.

2.1.2. Quotations will be provided and must be agreed in advance of an engagement commencing. If services to be provided change from the original quotation, a new quotation between the two parties will be agreed before any further work is undertaken.

2.1.3. Fees are non-refundable once the service commences whether you use all or only part of the service purchased.

2.2. Disbursements

2.2.1. In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses.

2. Financial (continued)

2.3. Invoices and payment

2.3.1. Payment of the agreed cost of engagement will be payable fully in advance of the engagement commencing by bank transfer – bank details to be provided on the invoice.

3. Termination.

3.1. Both parties may terminate our terms of engagement ahead of the engagement commencing by giving not less than 14 days notice.

3.2. Cancellations within 14 days of the engagement commencing are non-refundable.

3.3. Rescheduling the commencement of engagement may be allowed with a minimum of 5 day notice. Every effort will be made to accommodate the request.

3.4. This agreement will terminate two weeks after the date of your scheduled last consultation. Continuing support packages may be purchased separately at an additional charge.

4. Confidentiality

4.1. Our duties are owed to the client and services offered shall be for the benefit of your needs alone and unless otherwise expressly agreed by us, or required by law, will not extend to any other person.

4.2. We will hold in confidence all information concerning your engagement. We will not disclose any of this information to any other person except in the Duty of Care or if Required by Law.

4.3. Any personal data collected will be kept secure and in full compliance with all applicable UK Data Protection and consumer legislation from time to time in place.

5. Disclaimer and Liability Waiver

5.1. By engaging in our services, you understand that your and your family's use of the services offered by JK are voluntary, and that no responsibility or liability is accepted by JK for any injuries, accidents, or other complications may result from participation.

5. Disclaimer and Liability Waiver (continued)

5.2. JK expressly disclaims any and all warranties, whether statutory, express or implied. You knowingly and voluntarily agree, on behalf of yourself, your successors and your assigns, to waive and release JK, from any and all claims of liability, loss, damage, injury, or other demands for compensation that you may acquire during your time working with JK.

5.3. The parties acknowledge and agree that none of the advice that JK provides shall be considered medical advice nor should it be relied upon you as medical advice nor is intended to replace or supplement medical advice.

5.4 You understand that you should always seek the advice of your medical practitioner if you have any healthcare related questions or concerns generally, before embarking on a new sleep program, or if you are concerned about any risks to your baby or child's health or well-being that may result from your participation in JK services.

5.5 If a medical problem appears or persists, do not disregard or delay seeking medical advice from your personal doctor or other qualified healthcare provider.

6. Insurance

6.1. JK has professional indemnity insurance and public liability insurance.

7. Intellectual Property

7.1. We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent. These provisions include any course materials, purchase of any online guides or webinars which are used or provided by JK in connection with the Services and shall remain vested in the Coach or the licence owner.

7.2. You may use such documents or systems only for purposes directly related to the Services and shall not make copies of such documents, nor use the same for any purpose not directly related to the Services without the prior written approval of the Coach. This applies to any free documents, which are included in the consultation support.

7.3 Due to the nature of a download, all e-guide sales are final. Once you have downloaded any digital content purchased, you no longer have the right to cancel that purchase or claim a refund.

8. General terms

8.1. These Terms apply to any current engagement and also to any future engagement

8.2. We are entitled to change these Terms from time to time. Our current terms at any particular time will be available to the client. The change will bind you in respect of any matters on which we accept instructions after publication of the change.

9. Safe Sleeping Guidelines

JK will not support any form of sleep which is against the safer sleep guidelines outlined on the BASIS website:

<https://www.basisonline.org.uk/wp-content/uploads/sites/6/2019/03/Safer-Sleep-for-babies-a-guide-for-parents.pdf>