

Bairn and Bear Terms and Conditions

1. Basis of the Agreement

1.1 These terms and conditions govern any potty-training sessions or consultations offered by me, Kirsty Bojeng, as the sole trader under the name **Bairn and Bear**. They apply to all services provided at any time.

1.2 An agreement is formed between you and me when you book a session or package for your child. By doing so, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. Please review them carefully before confirming your booking.

2. Scope of the Agreement

2.1 The materials provided in connection with my consultancy sessions, including any examples, descriptive content, and promotional materials on my website, are intended solely to give you an approximate idea of the services offered. These materials do not form part of this agreement, nor do they have any contractual force, except where explicitly stated in these terms and conditions. This agreement constitutes the entire understanding between us regarding the consultancy services, superseding any prior agreements, representations, or understandings, whether written or verbal, related to the subject matter herein.

2.2 Disclaimer and No Guarantees. By using my services, you acknowledge that I am not a licensed physician, psychologist, or healthcare professional, and my potty-training services do not replace the care of physicians, psychologists, or other healthcare or medical professionals. Consultancy is in no way to be construed or substituted for psychological counselling or any other type of therapy or medical advice. If you are concerned about the mental or physical welfare of your child, please contact a relevant professional. Please do not delay in seeking urgent medical care if you are part way through a support package.

2.3 For remote potty-training consultations or sessions, you must ensure a stable, high-speed internet connection, a device with a functioning camera and microphone, adequate power, and a safe, private space free from interruption. Sessions will not be recorded without prior written agreement; any agreed recordings will be handled in accordance with my privacy notice.

2.4 Cancellation and rescheduling of potty-training sessions are governed by clause 8.

2.5 Website Disclaimer. To the fullest extent permitted by law, I provide this website, **bairnandbear.com**, and its contents on an "as is" basis. By using this website, you acknowledge that I make no representations or warranties of any kind, express or implied, regarding the accuracy, reliability, or completeness of the information, content, or services offered herein. This includes, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. You understand that any reliance on the information provided on this website is at your own risk, and I will not be responsible for any losses, damages, or other liabilities arising from your use of this website.

3. Intellectual Property

3.1 All intellectual property rights in any materials I provide you with and the services are and remain my intellectual property, whether adapted, written for, or customised for you or not.

3.2 You are not authorised to:

- **(a)** copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, or distribute any of the materials I provide for you without prior written permission;
- **(b)** record on video or audiotape, relay by videophone or other means the materials made available to you; or
- **(c)** use any of the materials I provide you with in any other way which might be construed as inconsistent with the purpose for which they were made available to you.

4. Non-Discriminatory Practice

4.1 I promote and operate a completely non-judgmental service and will not knowingly discriminate against anyone based on their race, sexual orientation, parenting style, disability, cultural beliefs, marital status, or religion.

5. Your Promises

5.1 You accept that I will work with you to find a solution that is sustainable for you and your child. I will make suggestions and provide education and information based on my training and experience.

5.2 In connection with my services, you agree that:

- You are responsible for whether you choose to implement any suggestions offered.
- You will disclose any relevant medical problems your child may have that could have a bearing on your child's potty training.

5.3 You understand that:

- If I am concerned for the welfare of your child, or if required to by law, I am under a duty to report this to the relevant health and/or safeguarding service in your local area. This will always be with your knowledge, except in cases where the immediate safety of your child takes priority.
- You will provide personal data about yourself and your child, which I will process only to deliver the agreed services (lawful basis: performance of the contract; where required, consent). I will collect only the minimum data necessary, retain it only for as long as reasonably required to provide the services and meet legal obligations, and then securely delete or anonymise it. Data is held on secure, password-protected systems with appropriate technical and organisational measures.
- I will not disclose your personal data to third parties except:
 - **(a)** to service providers acting as processors under written agreements,
 - **(b)** where required by law or safeguarding obligations, or
 - **(c)** with your prior written consent.
- You have rights to access, rectify, restrict, or erase your data, to object, and to data portability where applicable, and you may withdraw consent at any time without affecting processing based on the contract.

For data protection queries or to exercise your rights, contact:
bairnandbearpottytraining@gmail.com

All of my services are bespoke to you, and their content should not be shared with third parties, as the information may not be applicable and may be detrimental.

6. Price and Payment Policy

6.1 Details of our prices and the packages we offer are set out on our website: **bairnandbear.com**

6.2 You must make payment in full prior to your session and complete the questionnaire.

6.3 Prices are stated in GBP and are exclusive of VAT.

6.4 You can pay by credit/debit card via the website or by bank transfer.

7. Cancellation Policy

7.1 You may cancel at any time if you do not feel that my services are right for you or your child:

- If you cancel seven days prior to starting your package or session, you will receive a 100% refund.
- If you cancel two days before your package or session is due to start, you will receive a 50% refund.
- If you cancel within 24 hours of the time your package is due to start or session date, or do not attend at all, no refund will be issued.
- No refunds are issued for already attended sessions.
- Consultancy services or packages are non-transferable and cannot be re-gifted or transferred to another person.
- Any refunds will be issued within 7–10 business days, depending on your payment method.

All refund and cancellation requests must be emailed to: **bairnandbearpottytraining@gmail.com**

8. Sickness / Ill Health

8.1 If the performance of any of my obligations under the agreement is prevented or delayed due to sickness or ill health, I will inform you as soon as is reasonably practicable, and such sickness or ill health shall constitute a Force Majeure Event for the purposes of clause 12.1.

8.2 You may pause any package you purchase from me for a maximum of two weeks at a time due to illness, travel, or similar circumstances (subject to my agreement). After this two-week pause, I reserve the right to terminate the agreement and conclude your package without providing a refund.

9. Limitation on Liability

9.1 Nothing in these terms and conditions shall limit or exclude my liability for:

- **(a)** death or personal injury caused by my negligence;
- **(b)** fraud or fraudulent misrepresentation; or

- **(c)** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to clause 9.1:

- **(a)** I shall under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions; and
- **(b)** my total liability to you in respect of all other losses arising under or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid or payable by you for the consultancy sessions you have booked.

9.3 Except as set out in these terms and conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

9.4 This clause 9 shall survive termination of our agreement.

10. Comments

10.1 I strive to provide high-quality services. If you have enjoyed working with me and feel that you and your family have benefited from my expertise, please consider leaving me a review, as your feedback greatly helps my business.

10.2 If you have any questions at any time about my services, please email:
bairnandbearpottytraining@gmail.com

11. Data Protection

11.1 I am committed to ensuring that your personal information is protected in accordance with data protection laws. Please see my privacy policy at **bairnandbear.com** for further details regarding how I use and protect your personal information.

12. General

12.1 Force Majeure

(a) For the purposes of these terms and conditions, "Force Majeure Event" means an event beyond my reasonable control including, but not limited to, strikes, pandemics, lock-outs or other industrial disputes (whether involving my workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.

(b) I shall not be liable to you as a result of any delay or failure to fulfil my obligations under these terms and conditions as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents me from providing any of my services for more than three months, I shall, without limiting my other rights or remedies, have the right to terminate my agreement with you immediately by giving written notice to you.

12.2 Waiver

(a) No failure or delay by me in exercising any right or remedy under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

12.3 Severance

(a) If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions shall not be affected.

12.4 Variation

(a) Except as set out in these terms and conditions, any variation, including the introduction of any additional provisions, shall only be binding when agreed in writing and signed by me.

12.5 Governing Law and Jurisdiction

(a) These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.