
LITTLE OWLS SLEEP SPECIALIST GENERAL TERMS AND CONDITIONS

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LITTLE OWLS SLEEP SPECIALIST

Bringing tranquility to your nights

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1 – Definitions

1.1 – I, Us, Our, We, Little Owls refers to Little Owls Sleep Specialist or any contractor engaged by Little Owls Sleep Specialist.

1.2 – Client, you, yours, or your refers to the person accessing this Website, receiving services and/or information provided by Little Owls Sleep Specialist, who agrees to the terms and conditions set out herein.

1.3 – Sleep Plan or Sleep Guide refers to the tailored document containing information and advice specifically created for your child to help improve their sleep challenges or issues.

1.4 – Consultation refers to the discussion or call addressing your child's sleep challenges or issues, providing advice for changes tailored to your family's needs and values.

2 – About the Website

2.1 – Welcome to www.littleowlsleepspecialist.com (the 'Website'). This Website allows you to browse and purchase various infant and child sleep consulting services, education and/or related products suited to your needs (the 'Services').

2.2. – The Website is operated by Little Owls Sleep Specialist (ABN: 9699 2509 656) Founder Genna Rose Proctor. Access and usage of the Website or any of the associated Services or Products, is provided by Little Owls Sleep Specialist. Please read the following terms and conditions (the 'Terms') carefully. Operating, looking through and/or reading the Website implies that you have read, understood and agree to be tied by the Terms. If you do not agree with these Terms, you must discontinue access of the Website and/or any of the services immediately.

2.3 – Little Owls Sleep Specialist retains the right to review and alter any of the Terms by renewing this page at its sole discretion. When Little Owls Sleep Specialist alters and updates these Terms, it will use reasonable attempts to provide you with notice of updates to Terms. All alterations and updates to Terms take immediate effect from the published date. Before proceeding we recommend that you keep a copy of the Terms for your personal record.

2.4 – Age Restrictions:

2.4.1 –By using the Website, you confirm that you are 18 years old or that you are accessing the Website under the supervision of a parent or guardian.

2.5 – International Users

2.5.1 – By accessing Little Owls Sleep Specialist Website or Services from outside of Australia, you agree that your access and use are subject to these Terms, which are governed exclusively by the laws and jurisdiction of Western Australia, Australia.

3 – Acceptance of Terms

3.1 – By remaining on the Little Owls Sleep Specialist Website you accept these Terms. You may also be given the option to accept terms by clicking to accept or agree to the terms, when booking a service.

3.2 – If you do not agree with any part of these Terms, you must cease using our Website and services immediately.

3.3 – By agreeing with these Terms you agree to use the Website and any associated services in a respectful and lawful manner. This includes refraining from:

3.3.1 – Using the Website for any unlawful, harmful, fraudulent, or malicious purpose;

3.3.2 – Interfering with or disrupting the Website or services;

3.3.3 – Sending any unauthorised or unsolicited communications (such as spam);

3.3.4 – Uploading or transmitting viruses or any harmful code;

3.3.5 – Impersonating another individual or misrepresenting your relationship to Little Owls Sleep Specialist.

3.4 – Any breach of this clause may result in immediate suspension or termination of your access to our services, at our sole discretion.

4 – Personal Information

4.1 – When making a purchase or booking, you will be required to provide personal information, including but not limited to: your name, address, phone number and email address.

4.1.1 – You confirm that all information provided during the purchase or booking process is accurate and up to date.

4.1.2 – All personal information collected is handled in accordance with the Little Owls Sleep Specialist Privacy Policy (the 'Privacy Policy'), which can be accessed via the Website.

5 – Booking of Services

5.1 – Little Owls Sleep Specialist allows you to book the services through the online booking system available on the Website (the 'Booking System').

5.2 – If you choose to create an account with the Booking System, you acknowledge and agree to comply with its Terms and Conditions, Privacy Policy and any other applicable legal documentation.

5.3 – Upon successfully making a booking, you will receive a separate set of terms and conditions specific to the Services booked.

5.4 – By proceeding with the Services, you agree to be bound by those service - specific terms and conditions presented at the time of booking or purchase.

5.5 – By using the booking and payment system on the Website, you agree to pay the purchase price listed for the selected services (the 'Purchase Price').

5.6 – Unless otherwise specified, all amounts are listed in Australian Dollars (AUD) and are inclusive of GST (Goods and Services Tax) where applicable. The listed price is total amount payable, whether services are provided within Australia or internationally.

5.7 – By using the booking and payment system, you confirm that you have reviewed and agree to comply with all relevant Terms and Conditions, Privacy Policy and legal documents of the associated Payment Gateway Provider.

5.8 – Once your payment has been successfully processed, you will receive a confirmation receipt. Little Owls Sleep Specialist may retain your purchase information for record-keeping purposes.

5.9 – If any payment is not made in full by the due date, Little Owls Sleep Specialist reserves the right to charge an additional 2% per month (calculated daily), until outstanding amount has been paid in full.

5.10 – You acknowledge and agree that if you default on any payments under this agreement, you will be entirely responsible for any costs incurred by Little Owls Sleep Specialist in enforcing payment terms.

6 – Medical Disclaimer

6.1 – Little Owls Sleep Specialist is not a medical professional or healthcare organisation and does not provide medical advice in any capacity. Any information shared via our Website, social media platforms, sleep packages, sleep plans, emails, text messages or phone calls should not be interpreted as medical advice.

6.2 – It is your sole responsibility to evaluate the health and wellbeing of yourself and any dependants or participants. We strongly recommend seeking professional medical advice before acting on any information or guidance provided through our Website, social media, sleep services or direct communication.

6.3 – If you have any concerns regarding possible medical issues for yourself or any dependants or participants, you agree to consult with and obtain clearance with your General Practitioner or Paediatrician before implementing any aspect of our sleep plan.

6.4 – You agree to follow all safe sleeping practises as recommended. These guidelines can be found at RedNose.org - Safe Sleeping.

7 – Payment

7.1 – By using the Purchase Services to buy the Products via the Website, you agree to pay the purchase price listed on the Website for those Products (the 'Purchase Price').

7.2 – Payment may be made using debit or credit cards via the available payment provider (the 'Payment Providers').

7.2.1 – All payments are processed through Stripe either directly via website platform or through a secure payment link.

7.2.2 – You acknowledge and agree that if your payment is declined, returned or not completed for whatever reason by your financial institution or otherwise, you are responsible for any associated fees including banking charges.

7.3 – In using the Purchase Services, you warrant that you have familiarized yourself with and agree to be tied by the applicable Terms and Conditions, Privacy Policy and relevant legal documentation provided by the Payment Providers.

7.4 – Payment is required during at the time of purchase or within 48 hours of receiving an invoice, unless other arrangements have been agreed upon in writing.

7.5 – All prices are listed in Australian Dollars (AUD) and include of GST (Goods and Services Tax) where applicable. The listed price is the total amount payable, whether the services are delivered within Australia or internationally.

7.6 – Manual Electronic Payments

7.6.1 – If you choose to make payment via manual bank transfer or electronic funds transfer (EFT), please allow sufficient time for the transaction to be processed and received prior to your consultation.

7.6.2 – No bookings will be confirmed until payment has been received in full.

7.6.3 – Once your funds have been received, a conformation email will be sent from hello@littleowlssleepspecialist.com . Please ensure that your contact details are correct and up to date to avoid delays in communication.

7.6.4 – If payment is not received and no valid proof of transfer is provided your consultation will be cancelled or postponed until payment is made in full.

7.7 – Surcharges and Processing Fees

7.7.1 – If any, Stripe processing fees and any surcharges are included in total Purchase Price listed at checkout. These fees are reflected in the final amount payable.

8 – Third Party Links/Services

8.1 – The Little Owls Sleep Specialist website may contain links to third party websites, services or resources ("Third – Party Links"). These links are provided for your convenience and informational purposes only.

8.2 – Little Owls does not control, endorse, or assume any responsibility for the content, privacy policies, practises or accuracy of any third party websites or services linked to or integrated with this Website.

8.3 – Your use of any third-party websites, services or resources is at your own risk. We recommend reviewing the terms and privacy policies of any third party services before use.

8.4 – We disclaim all liability arising from your access to use of any third party websites or services.

8.5 – Our Website uses a third-party service provider of Stripe for payment processing. While we take care to choose reputable providers, we do not control these services and disclaim any liability related to their operations, security or privacy policies.

9 – Updates to Services or Prices

9.1 – Right to Update:

9.1.1 – Little Owls Sleep Specialist reserves the right to update, modify or discontinue any services, package or pricing at any time without prior notice.

9.2 – Effect on Existing Agreements

9.2.1 – Any changes to services or prices will not affect bookings or agreements that have already been confirmed and paid for, unless otherwise agreed in writing.

9.3 – Client Responsibility

9.3.1 – Clients are responsible for reviewing the most current service and pricing information before making a booking or purchase.

10 – Cancellation & Refund Policy

10.1 – If your purchased package includes a follow up support period, you must begin using the support within 14 days of receiving your Sleep Plan. If you do not access the support within this timeframe, it will expire, and you will need to purchase additional support if required.

10.2 – To reschedule a Consultation or Sleep Support Call, at least 2 business days' notice must be provided. If less than 2 business days' notice is given, the session and its associated cost will be forfeited.

10.2.1 – At Little Owls Sleep Specialist's sole discretion and where reasonable, efforts will be made to reschedule services rather than offer a refund.

10.2.2 – If rescheduling is not possible, the session will need to be repurchased.

10.2.3 – To request a reschedule, you must notify Little Owls Sleep Specialist via email at hello@littleowlssleepspecialist.com and comply with this Cancellation and Refund Policy.

10.3 – Once a Sleep Plan has been delivered as part of your purchased service package, the Client acknowledges that the service has been rendered in full, and no refunds will be issued, except where required under the Australian Consumer Law.

10.4 – Refunds will only be considered if Little Owls Sleep Specialist is unable to continue providing services, or in exceptional cases at our sole discretion, where a refund is deemed reasonable (the "Refund").

10.5 – Little Owls Sleep Specialist reserves the right to decline service, end communication, or cancel your package or support at any time for reasons including but not limited to the following:

10.5.1 – Breach of usage rules across our Website, programs, packages or social media platforms.

10.5.2 – Suspected facilitation of unlawful activity involving a third party.

10.5.3 – Limited availability: if rescheduling cannot be accommodated, a refund may be offered.

10.5.4 – Errors in your booking, such as (not limited to) residing outside our service areas.

10.5.5 – Concerns regarding the health or safety of yourself, your dependants or any participants.

10.5.6 – Suspicion of fraud or unauthorised/illegal transactions.

10.5.7 – Potential conflict of interest.

10.5.8 – Behaviour that may damage the reputation of Little Owls Sleep Specialist.

10.5.9 – Failure to comply with our Terms and Conditions.

10.5.10 – Providing false, incomplete or misleading personal information

10.6 – If you have any concerns or complaints regarding our services or communication please contact us as soon as possible at hello@littleowlssleepspecialist.com so we can work towards a resolution together.

11 – Mailing List Registration

11.1 – You may have the opportunity to subscribe to the Little Owls Sleep Specialist mailing list (the 'Mailing List')

11.2 – To complete your subscription, you may be asked to provide certain personal details including:

11.2.1 – Email Address

11.2.2 – Name

12 – Copyright and Intellectual Property

12.1 – All content in the Little Owls Sleep Specialist website, including any products and services provided through it, is protected by copyright under Australian Law and international agreements. Unless stated otherwise, all rights to the Website inclusive of text, graphics, logos, icons, videos, audio clips and software (referred to as 'Content') are owned or controlled by Little Owls Sleep Specialist or its content contributors.

12.2 – Little Owls Sleep Specialist owns all rights, title and interests related to the Website and its content. By accessing or using the Website, you do not gain any ownership or rights to:

12.2.1 – The business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright of Little Owls Sleep Specialist; or

12.2.2 – The right to use or benefit from any of the above named assets;

12.2.3 – Any system, method or process that is protected by copyright, a registered design, or patent (inclusive of any modifications or adaptations).

12.2.4 – You may not reproduce, broadcast, republish, upload, transmit, post, distribute, publicly display, or modify any content (including third – party content) without prior written consent from Little Owls Sleep Specialist and any applicable rights holders. This restriction does not apply to materials clearly marked as publicly available or reuseable.

12.3 – User Generated Content

12.3.1 – We love hearing from the families we work with! If you choose to share testimonials, reviews, feedback, or photos with us, you're giving Little Owls Sleep Specialist permission to kindly use this content in our business. This may include sharing on our Website, social media, or other materials to help support and guide other families on their sleep journey. By sending us anything, you're confirming it's your original content, that you're happy for us to use it this way, and that it doesn't infringe on anyone else's rights. If you ever change your mind reach out and we'll respect your wishes.

13 – Promotions, Discounts, Loyalty and Referral Programs

13.1 – Promotions

13.1.1 – At the discretion of Little Owls Sleep Specialist promotions, discounts, loyalty rewards, or refer a friend incentives (collectively, the "Offers"). Participation in these offers is voluntary and subject to the specific terms and eligibility criteria outlined at time of offer

13.2 – Discounts

13.2.1 – Discounts may be provided at the discretion of Little Owls Sleep Specialist and may be subject to expiry dates, minimum spend requirements, or restrictions for use.

13.2.2 – Only one discount or offer may be used per booking unless stated otherwise.

13.2.3 – Discounts cannot be redeemed for cash, are not transferable and only be used as specified.

13.3 – Loyalty Program

13.3.1 – Program Overview

13.3.1.1 – The Little Owls Sleep Specialist Loyalty Program ("Loyalty Program") is a free rewards program designed to recognize and reward returning Clients.

13.3.1.2 – Participation is voluntary and subject to these Terms, as well as any changes communicated by Little Owls Sleep Specialist.

13.3.1.3 – Participating in the Loyalty Program, Clients agree to be bound by the Loyalty Program Terms, which may be updated at any time.

13.3.2 – Earning Points

13.3.2.1 – Clients must sign up and create an account to participate in the Loyalty Program.

13.3.2.2 – Points may be earned through eligible actions such as but not limited to:

13.3.2.2.1 – Booking a session

13.3.2.2.2 – Purchasing a service or product

13.3.2.2.3 – Signing up to the site

13.3.2.2.4 – Celebrating a birthday

13.3.2.2.5 – Following up on social media

13.3.2.3 – The number of points earner per action will be communicated via the website or official promotional materials and may be adjusted at the discretion of Little Owls Sleep Specialist.

13.3.2.4 – Points are awarded after the eligible action is completed and verified.

13.3.2.5 – Points are non transferable, not redeemable for cash or credit and hold no value outside of the Loyalty Program.

13.3.3 – Redeeming Points

13.3.3.1 – Points can be redeemed for dollar – value discounts on future sleep support services.

13.3.3.2 – Redemption values are as follows:

13.3.3.2.1 – 100 Points can be redeemed for \$10 off

13.3.3.2.2 – 300 Points can be redeemed for \$30 off

13.3.3.2.3 – 500 Points can be redeemed for \$50 off

13.3.3.2.4 – 700 Points can be redeemed for \$70 off

13.3.3.2.5 – 1000 Points can be redeemed for \$100 off

13.3.3.3 – Points must be redeemed in full increments as listed above.

13.3.3.4 – Only one rewards may be redeemed per transaction.

13.3.3.5 – A minimum spend may apply for points redemption.

13.3.3.6 – Loyalty rewards cannot be combined with other discounts or Offers unless explicitly stated.

13.3.3.7 – Points may not be applied to past purchases or bookings.

13.3.4 – Expiry and Inactivity

13.3.4.1 – Points expire 12 months from the date they were earned if no eligible activity occurs within that time.

13.3.4.2 – In the event of 12 months of inactivity. 25% of the Clients point balance may be removed.

13.3.6.1 – Clients will receive 14 Days' notice prior to any point removal due to inactivity.

13.3.4.4. – Expired Ppoints cannot be reinstated.

13.3.5 – General Terms

13.3.5.1 – Loyalty rewards are non – transferable, not redeemable for cash and may only be used by the account holder.

13.3.5.2 – Little Owls Sleep Specialist reserves the right to modify, pause, or discontinue the Loyalty Program and it's reward structure at any time without prior notice.

13.3.5.3 – Misuse, manipulation, or fraudulent behaviour related to the Loyalty Program may result in disqualification and forfeiture of accrued points.

13.4 – Refer a Friend Program

13.4.1 – Clients who have previously purchased a service are eligible to refer an unlimited amount of friends or family to Little Owls Sleep Specialist.

13.4.2 – Referrers will receive a unique referral code to share with others. The referred friend will receive a discount on their first purchase, and once their session is completed, the referring Client will receive a coupon reward.

13.4.3 – Referred individuals must be new Clients who have not previously used Little Owls Sleep Specialist services.

12.4.4 – Referral rewards are non-transferable and may be subject to a minimum spend or other requirements.

13.5 – Right to Amend or Terminate

13.5.1 – Little Owls Sleep Specialist reserves the right to amend, suspend or terminate any Promotion, Loyalty Program or Referral Program at any time without prior notice.

13.5.2 – In the event of program termination, Clients will be given 30 days to redeem unused Loyalty points or any coupons, after which all unredeemed points will be forfeited.

14 – Communication Consent

13.1 – By providing your email address and other contact information, you consent and agree to receive communications from Little Owls Sleep Specialist, including newsletters, updates, promotional offers, service reminders and other relevant information.

13.2 – You may elect out of receiving marketing or promotional emails at any time by following the unsubscribe instructions included in each email or by contacting Little Owls directly.

14.3 – We comply with applicable spam and privacy laws, ensuring that your contact details are used responsibly and only for the purpose stated in these Terms.

14.4 – Please note that even if you unsubscribe from marketing emails, we may still send essential service related communications such as:

13.4.1 – Appointment Confirmations

13.4.2 – Appointment Instructions

13.4.3 – Appointment Changes

15 – Privacy

15.1 – Little Owls Sleep Specialist values your privacy. Any personal information provided through the Website or while using our services is handled in accordance with our privacy policy, which is available on the Website.

16 – Warranty

16.1 – Little Owls Sleep Specialist is committed to supporting you with care and professionalism making every reasonable effort to help you achieve your sleep goals. However, we do not guarantee that our products or services will meet every individual's expectations or produce identical results for all clients.

17 – Release and Waiver

17.1 – By purchasing any Service or Product from Little Owls Sleep Specialist, you acknowledge that you are fully responsible for your own physical, mental and emotional well-being, as well as, decisions, actions and outcomes that result from your engagement with us, our materials, and our support. You agree that Little Owls Sleep Specialist cannot be held liable for any actions you take or choose not to take or for any direct or indirect outcomes related to the use of our Products or Services.

17.2 – You understand that the Products and Services offered are not intended to replace medical advice, diagnosis, treatment or care. They are also not a substitute for counselling or professional mental health support. It is your sole responsibility to seek appropriate and qualified healthcare or mental health guidance when needed.

17.3 – You acknowledge that the role of Little Owls Sleep Specialist is to provide advice, education and support based on professional training and experience in infant and child sleep. Whilst suggestions and recommendations are made in good faith, the implementation of any Sleep Plan or advice remains the sole responsibility of the Client. Accordingly, you agree to release and discharge Little Owls Sleep Specialist from any and all claims, liabilities or demands arising from the use or implementation of any Products or Services provided. This release does not apply in cases of gross negligence, wilful misconduct, or where otherwise prohibited under applicable law.

18 – General Disclaimer

18.1 – You acknowledge and agree that, to the fullest extent permitted by law, Little Owls Sleep Specialist makes no guarantees, warranties, representations, or conditions in relation to the Products and Services, except as expressly stated in these Terms or as required by applicable law.

18.2 – Product and Service descriptions provided on the Little Owls Sleep Specialist Website are intended as general overviews and should not be interpreted as exact specifications. While every effort is made to ensure accuracy, Little Owls Sleep Specialist does not accept responsibility for any inaccuracies, errors, or omissions in the information provided.

18.3 – The Website may contain technical inaccuracies, typographical errors, or other errors relating to pricing, product descriptions, availability, or advertising. Little Owls Sleep Specialist reserves the right to correct such errors at any time without prior notice and disclaims any liability arising from such errors.

19 – Information Disclaimer

19.1 – Little Owls Sleep Specifically does not guarantee specific outcomes or results from the use of its Products or Services. Any information, guidance, content and materials provided through the Services or Products including in any E – Products, in the blog posts, the Website or any related platform are intended for general information purposes only. They do not constitute medical, psychological or other professional advice.

19.2 – While every effort is made to ensure the accuracy, quality and relevance of information provided, Little Owls Sleep Specialist makes no guarantees or warranties regarding accuracy, reliability, completeness or suitability of the content for any particular purpose.

19.3 – Implementation of any information or recommendations provided by Little Owls Sleep Specialist is at the sole discretion and responsibility of the Client. Little Owls Sleep Specialist does not assume responsibility for the outcomes of any decisions made or actions taken based on the information provided.

19.4 – To the fullest extent permitted by law, Little Owls Sleep Specialist disclaims all liability for any loss, damage (including indirect or consequential loss), costs, or expenses incurred as a result of any reliance placed on the information, advice, or content delivered through its Services, Products, blog, Website, or related platforms. This exclusion of liability does not apply to the extent it would contravene any applicable laws, including the Australian Consumer Law.

20 – Limitations of Liability

20.1 – The total liability of Little Owls Sleep Specialist for any claim related to Purchased Services or these Terms, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount paid by you for the Services. Little Owls Sleep Specialist shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or business information.

20.2 – You acknowledge and agree that Little Owls Sleep Specialist including its employees, agents, affiliates, licensors, contributors, and third-party content providers shall not be held responsible for any direct, indirect, incidental, special, consequential, or exemplary damages you may suffer. This includes, but not limited to loss of profits, loss of goodwill or reputation, and other tangible losses, regardless of how they arise, or the legal theory applied.

20.3 – Little Owls Sleep Specialist accepts no responsibility for content posted on the Website or associated with the Purchased Services, whether created by third parties or as part of the Purchased Services. This includes both our own content and third-party content.

20.4 – In the event that unforeseen circumstances occur that are outlined in the Health, Safety and Unforeseen Circumstances Section, Little Owls Sleep Specialist shall not be held liable for any failure or delay in performance of

services due to causes beyond reasonable control. In such circumstances, all reasonable efforts will be made to reschedule or offer alternative service options.

21 – Health, Safety and Unforeseen Circumstances

21.1 – Client Responsibility

21.1.1 – It is your responsibility to ensure that the sleep environment is safe for the child and to implement any guidance provided in a manner which follows safe sleep practises, as outlined in our medical disclaimer.

21.1.2 – You remain responsible for all decisions regarding your child's care and wellbeing.

21.2 – Medical and Development Disclosures:

21.2.1 – Clients must disclose all known medical conditions, parasomnias, allergies, or developmental concerns which could affect the child's sleep or safety.

21.2.2 – Little Owls Sleep Specialist will provide advice in line with current evidence based safe sleep recommendations. These could be from Red Nose Australia and similar authorities.

21.3 – Unforeseen Events (Force Majeure)

21.3.1 – Little Owls Sleep Specialist shall not be held liable for any failure or delay in performing obligations under these Terms caused by circumstances beyond our reasonable control, including but not limited to:

21.3.1.1 – Acts of God

21.3.1.2 – Government Restrictions

21.3.1.3 – Pandemics

21.3.1.4 – Natural Disasters or Extreme Weather

21.3.1.5 – Illness or Other Emergencies

21.3.2 – In the event of such unforeseen circumstances alternative arrangements will be offered where possible, such as virtual support, rescheduling, refunds or other options deemed appropriate by Little Owls Sleep Specialist.

21.3.3 – Little Owls Sleep Specialist will make reasonable efforts to provide alternative arrangements for a period of up to 30 days following the onset unforeseen event. If the situation extends beyond this period and services cannot be resumed in a timely manner, either party may elect to terminate the agreement without penalty, or pause services until circumstances permit continuation. Any refunds or credits will be provided at the discretion of the Little Owls Sleep Specialist in accordance with the cancellation and refund policy. Extensions to this period may be agreed upon in writing by both parties.

22 – Termination of Contract

22.1 – The terms will remain in effect until terminated by either you or Little Owls Sleep Specialist as set out below.

22.2 – If you wish to terminate the Terms, you can do so by:

22.2.1 – Providing Little Owls Sleep Specialist with a minimum of 14 business days' notice of your intention to terminate; and

22.2.2 – Closing any accounts with the services you use, where this option has been made available to you by Little Owls Sleep Specialist.

22.2.3 – All termination notices must be submitted in writing to:
hello@littleowlssleepspecialist.com

22.3 – Little Owls Sleep Specialist may terminate these Terms at any time if you:

22.3.1 – Have breached or are likely to breach any part of the Terms;

22.3.2 – Little Owls Sleep Specialist is required to do so by law;

22.3.3 – Termination is required to comply with legal obligations;

22.4 – Subject to applicable laws, Little Owls Sleep Specialist reserves the right to cancel or discontinue your Services at any time. We may also suspend or deny access to all or part of the Website or Services without notice if you breach these Terms, violate any relevant laws, damage our reputation, or infringe on the rights of others.

23 – Indemnity

23.1 – You agree to indemnify and hold harmless Little Owls Sleep Specialist, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

23.1.1 – Any and all actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses (including legal fees on a full indemnity basis) arising out of or in connection with any content you provide, share, or otherwise make available;

23.1.2 – Any direct or indirect consequences resulting from your access to, use of, or transactions on the Websites, or any attempts to do so, as well; as any breach by you or your agents if these Terms; and/or

23.1.3 – any breaches of Terms

24 – Dispute Resolution

24.1 – Mandatory Process

24.1.1 – If a dispute arises in connection with these Terms, neither party may begin legal proceedings in a court or tribunal unless the following steps

have been followed (except in cases where urgent interim relief is required).

24.2 – Notice of Dispute

24.2.1 – A party claiming that a dispute (Dispute) has arisen must notify the other party in writing. The notice must outline the nature of the Dispute, the outcome they are seeking, and the action they believe is needed to resolve it.

24.3 – Steps to Resolve the Dispute

Once the notice (Notice) has been received, both parties (Parties) must:

24.3.1 – Attempt, in good faith, to resolve the Dispute within 28 days of the Notice, either through direct negotiation any other method they both agree too;

24.3.2 – If the Dispute is not resolved within those 28 days, the Parties must either jointly appoint a mediator or request the appointment of a suitable mediator by the Australian Mediation Association or the Conflict Resolution Service;

24.3.3 – Share equally the mediator's fees and reasonable mediation related costs, including venue expenses. Each party will bear their own individual costs;

24.3.4 – Hold the mediation in Australia.

24.4 – Confidentiality

24.4.1 – All communications made during the dispute resolution process are confidential and, where possible, treated as "without prejudice" under applicable evidence laws

24.5 – Ending the Mediation

24.5.1 – If 2 months have passed since the mediation began and no resolution has been reached, either part may request the mediator to end the mediation, and the mediator must comply.

24.6 – If the dispute is not resolved through mediation within the specified timeframes, either party may pursue any other remedies available to them under law, including commencement of legal proceedings.

25 – Venue and Jurisdiction

25.1 – These Terms are governed by, and must be interpreted in accordance with the laws of Western Australia, Australia. Any dispute, claim, proceeding, or controversy arising from or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Western Australia, Australia.

25.1.1 – This applies to all parties, regardless of whether they're located within Australia or internationally. By accepting these Term, all parties submit to the jurisdiction of the courts of the Western Australia and waive

any objection to such venue, objections based on forum non conveniens or similar doctrines.

25.1.2 – This clause remains fully effective and enforceable despite any conflict of law rules or mandatory provisions in other jurisdictions. It is binding upon all parties and their respective successors and assigns.

26 – Governing Law

26.1 – These Terms shall be governed by, and interpreted in accordance with, the Laws of Western Australia, Australia, without regard to conflict of law principles or mandatory foreign rules. All disputes, claims, or controversies of any nature arising from or related to these Terms and the rights created by them shall be resolved under these laws. This governing law clause is valid and uncontested. These Terms shall be binding on and benefit both parties and their successors and assigns.

27 – International Users

27.1 – Little Owls Sleep Specialist operated from Western Australia and compliant with the laws in Western Australia. If you access or use our Services outside of Australia, you are responsible for complying with local laws in your jurisdiction. By continuing to access Services, you agree that any and all disputes will be governed exclusively by the laws of Western Australia regardless of your location.

28 – Independent Legal Advice

28.1 – Both parties acknowledge and agree that the Terms are fair and reasonable. Each party confirms that they have had the opportunity to independent legal advice and that the Terms do not contravene public policy on the basis of unequal bargaining power, unfairness, or restraint of the trade.

29 – Severance

29.1 – If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed or limited to the extent necessary, and the remainder of the terms shall remain in full force and effect.

30 – Entire Agreement

30.1 – These Terms and Conditions constitute the entire agreement between you (the Client) and Little Owls Sleep Specialist regarding the provisions of services and supersede all prior agreements, understandings, or representations, whether written or oral.

30.2 – No other promises, representations, or agreements shall be binding unless made in writing and signed by both parties.