



Hire Booking Form

My name is:

My baby is due on:

My partner's/companion's (if applicable) name is:

This will be my baby (ie 1st, 2nd, 3rd etc)

My address is (include post code):

If necessary, please email specific delivery instructions that we can pass on to the driver to info@thegoodbirth.co.uk. If you do not have a house number, please be sure to send instructions on how to find your home. Unfortunately, delivery delays are more common when there is no house number or instructions.

My and/or my partner's telephone numbers are (home, work, mobile):

My E-mail is: **My partner's E-mail is (if applicable):**

Where do you plan to have your baby? Home: **Hospital (please name):**

(please tick)

I would like to hire the following (please tick):

6 panelled Hexagonal Pool (£165)* Oval Pool with built in seat/step (£200)* Birthing Stool (£50) (delivery £10 one way, return via Post Office)

**For every week the pool comes back early, you will receive a £10 refund*

In addition to the pool I would like to add the following hire items to my order (please tick):

Birth mat (£7) TENS machine, complete with 1 set of electrodes for labour (£20)
 Birth ball with pump (£5) Slip-resistant floor sheet (1.9x3m) (£6)
 Video "Water and Birth" (£3) Extra liner for your pool for use before pregnancy or a trial run (£25)

Pool Cost Calculator		Pay by Cheque* <small>(please tick and note if included with form)</small>	Pay by Card <small>(please tick)</small>
Deposit to be paid 3 weeks prior to hire date	£50		
Cost of Hire (Do not deduct deposit)			
Cost of any extras			
Delivery charge (if applicable)			
TOTAL DUE (if booking is occurring at 10 or less days before hire date, pay total now)			
TOTAL Outstanding (subtract amount paid already)			

Please sign the disclaimer on page 2 of this booking form and post with your deposit (if within 3 weeks of your hire) to the address below. Please make cheques payable to The Good Birth Company. Alternatively you may pay by credit/debit card (see below) by returning this form or calling our Customer Care helpline 0800 035 0514. If you choose to pay over the telephone, please also post/fax through the signed disclaimer. You will receive an email or telephone confirmation within 3 days of its receipt. If you are within 6 weeks of your due date, please email or ring to check pool availability.

**Your £50 security deposit will be held until the pool and any extras you have ordered are returned to us in good condition. If you choose to pay the deposit by cheque it will be cashed and a new cheque issued within 7 days of your pool being returned. Any damages will be taken from your security deposit. Early return refund - for each full week your pool is returned early, you will receive a £10 bonus refund!*

Paying by Card:

Credit Card Number (Visa/ MC)	Valid from Date	Expiry Date	Security Code	
Debit Card Number (Switch/Connect/Solo)	Valid from Date	Expiry Date	Issue No	Security Code
PLEASE READ				
1. I authorise The Good Birth Company Ltd to debit the above card in respect of the Deposit Value stated above.				
2. I authorise The Good Birth Company Ltd to automatically debit the full Total Due stated above at 7 days prior to the delivery/collection date stated above. If the deposit has not been paid, I authorise, the deposit to be paid at this time as well.				
3. I authorise The Good Birth Company Ltd to refund the above card my deposit amount plus any monies for early return within 7 days of the return of the pool.				
Name of Cardholder			Cardholder Signature	

How did you hear about **The Good Birth Company?**

Antenatal Class Flyer (collected from where?)

NCT Advertisement Internet (which search engine?)

Midwife Magazine - Advert Article (which one?)

Baby Show Exhibition (which one?) Other (please specify)

Friend

Credit card _____ Cheque _____ Cash _____

I would like to (please circle one):
 collect the pool / have the pool delivered*
 on this **day** and **date:**

For £8 extra, I would like to opt for morning delivery

Delivery is £40 return in mainland England & Wales. Morning delivery request is £8 surcharge or Saturday morning delivery is £15 surcharge. Home births are normally allowed after 37 weeks, so we recommend that your pool be delivered at 37/38 weeks in case your baby comes early. In the event your baby is late, we will not charge you any extra. Our parcel carriers have proven to be approximately 97% accurate for weekday deliveries and 90% accurate for Saturday deliveries. Friday appears to be the least reliable day for a delivery, so we suggest you avoid this to reduce the risk of being without your pool over a weekend. Deliveries are usually made between 1130 and 1730, although deliveries as early as 0800 and as late as 1830 have been known.

Delivery on your chosen day is never guaranteed.

The Good Birth Company Limited

Your Contract for Our Service

We want You to enjoy using Our birth pool and other related equipment. As part of that it is important that You are fully aware of what has been agreed. The Pool Booking Form and these Conditions together form Our agreement with You. The Pool Booking Form sets out the details of what it is that We are going to be providing to You and the costs of this. These Conditions set out the detail of issues such as payment arrangements, amendments, what happens if You need to cancel and so on.

This Contract contains a right to cancel (see Section 5) and limits our liability (see Section 8).

Please read these Conditions carefully. We have tried to make them easy to understand, but We do understand that You may feel uncertain about reading a legal document. We assure You that Our staff are here to help, and will be more than happy to assist You with any query You may have.

1 Definitions and Interpretation

To make these Conditions easy to understand The Good Birth Company Limited has explained some of the words. If a word begins with a capital letter then this means the word is defined in this Section. Therefore, in these Conditions the following words have the following meanings:

“**Cancellation Form**” means the form set out in Attachment 1 to these Conditions;

“**Conditions**” means these conditions;

“**Contract**” means the contract between You and Us for the provision of the Service, consisting of these Conditions and the Pool Booking Form.

“**Section**” means a numbered section of these Conditions;

“**Pool Booking Form**” means the order form filled out by You and Us including the details of the type of birth pool and any related items You want to hire from Us and the prices You will be charged for any items you order;

“**Service**” means the provision of a birth pool or such other related items as set out in the Pool Booking Form;

“**We**”, “**Us**”, “**Our**” means the Good Birth Company Limited whose registered number at Companies House is 05062047 and whose registered office at UK Companies House is 30 Lincoln Road, Birmingham, B27 6PA (Telephone Number: (0800 035 0514) (Fax Number: 0121 707 8668)

“**You, Your**” means the person(s), who purchases the Service from Us.

2 Forming the Contract

2.1 When You place an order by completing, signing and returning to Us the Pool Booking Form along with Your deposit, We will send You an email or ring you if no email is provided confirming receipt of Your order and containing the details of Your order. Your order represents an offer to Us to purchase the Service which is accepted by Us when we send email confirmation to You or ring you, with the effect that We are committed to provide You Our birth pool and any related items as set out in the Pool Booking Form, and You are committed to pay Us for this Service in accordance with the Conditions.

2.2 We reserve the right to accept or reject Your request for Us to provide the Service to You at Our discretion. If We reject Your order We shall return your deposit immediately by first class post.

2.3 Any quotation or estimate made by Us is given subject to these Conditions. Quotations will be valid for 14 days from the date on the quotation, although this will not affect Our right not to accept any order under Section 2.2.

3 Pool Booking Information

3.1 You need to tell Us if details on the Pool Booking Form are incorrect as soon as You notice, otherwise We cannot do anything about it and will not be liable to You for such inaccuracies until You tell Us about them.

3.2 Our employees and agents are not authorised to make any representations concerning the Service which are not made in any visual or written sales literature issued by Us. If You are told something which is not contained in writing in these Conditions or the Pool Booking Form, or You think there is a mistake in Your Conditions or Pool Booking Form, then please contact Us on 0800 035 0514 for confirmation to ensure that it is correct.

4 Contract Price and Payment Terms

4.1 The prices for the Service and any applicable delivery charges and payment terms shall be set out in the Pool Booking Form (or as subsequently amended in accordance with these Conditions);

4.2 You acknowledge that the birth pool prices provided in the Pool Booking Form are based on a per birth basis for a rental period of up to 4 weeks or until you give birth.

4.3 Nothing in these Conditions will operate to create any form of credit agreement between You and Us.

4.4 No payment shall have been received by us (for the purposes of this Contract) until We have received cleared funds or any payment by cheque has cleared.

5 Cancellation Rights

5.1 In the unfortunate event that You wish to cancel the Service or any part of it then please tell Us as soon as possible or in any event no later than 7 days before the date which You are to receive the pool.

5.2 Please note that You will be responsible for the costs of returning Our birth pool and any related items to us unless we delivered them to you in error, or if the item was faulty. If we do not receive Our birth pool or any of the other items back from You, we may arrange for collection of Our birth pool or other item from your residence at Your cost.

5.3 As soon as We receive notice of Your cancellation of this Contract or any part of it, We will issue within 30 days of receipt of this notice a refund for the monies spelled out in our commitment to you in 5.3a.

5.3a Will I get a refund for returning my pool early?

Absolutely! We are proud to be one of the only birth pool hire companies who offer a refund for early return. Rather than charging you for each day you keep the pool and perhaps building up pressure of an expense because the baby may be taking his/her time arriving, we offer a price for a four week hire (or until the baby comes) and give you something back for returning your pool to us early. For every full week you return the pool to us early, you will receive £10. This is calculated from the day you ring us to collect the pool on the next business day or to arrange the return of the pool. If you deliver your baby and choose to keep the pool longer than your 4-week hire period, you will be charged £50/week for each additional week you keep the pool.

Will I get a refund if I do not use the pool?

We are aware that from time to time people may not be able to use the birth pool as they had intended and we try to reflect this as fairly as we can through our returns policy. Obviously, when you have one of our pools, it means that we were not able to let someone else use it, so the hire charge will still apply. If the pool goes unused during its time with you, not only will we refund you £10 for every full week you return it early, but we'll also refund you £20 for the return of all the consumable bits unopened liner, thermometer, filling hose and tap connectors. Also, we will refund you for unopened extra liners and disposable plastic sheets. There will be no refund for other hired items that are not used such as TENS, birth mats, videos, or balls.

What if I have booked a pool with you and paid my security deposit but need to cancel?

Once you have paid your security deposit, you are reserving that pool so that no one else can book it. If you cancel with more than 7 days notice, we will refund you your deposit. If you cancel within 7 days of your pool being sent out or collected by you, we will endeavour to hire that pool to someone else, in which case, we will happily refund you your security deposit. However, if we are unable to hire the pool, we will keep the security deposit as a non-refundable part of your pool hire cost.

What if I have booked a pool with you and paid my security deposit and for the pool, shipping and accessories in full but need to cancel?

Once you have paid your security deposit and for the pool in full, you are reserving that pool so that no one else can book it. If you cancel with more than 7 days notice, we will offer you a 100% refund. If you cancel within 7 days of when your pool is scheduled to go out, we will endeavour to hire that pool to someone else in which case, we will happily offer you a 100% refund. If we are unable to hire the pool to someone else, we will keep your security deposit as a non-refundable part of your pool hire cost but will refund you the rest in full.

5.4 The deposit will be refunded on the return of all items ordered as part of the Service. Any damage to Our birth pool and any of the other items shall be taken from the deposit.

5.5 Cancellation of one or more parts of the Service will not affect any remainder of the Service.

6 Health & Safety

6.1 You must, upon receipt of Our birth pool and any other related items, read carefully any safety warnings and follow clearly any guidelines on how to use these products. If You are in any doubt about the use of Our birth pool and any

other related items, the meanings of any warnings, or whether your intended use of Our birth pool or any other related items are safe, We urge You to contact the manufacturer for clarification prior to use. We will not be held responsible for any negligent use or misuse of Our birth pool and any related items. Nothing in the Conditions or Pool Booking Form should be thought to supersede, or to alter, or take precedence over manufacturers' instructions.

7 Obligations on You

7.1 You must:

ensure that all births are attended by experienced birth professionals;

take full responsibility for the manner in and purpose for which Our birth pool is used;

only use Our birth pool indoors;

return Our birth pool undamaged;

pay for the replacement or repair of Our birth pool in the event that it is damaged or not returned whilst in Your possession;

comply with Our reasonable instructions and respond promptly when requested to do so by Us, in relation to the Service;

co-operate with Our reasonable instructions (including, without limitation providing the details to Us) to assist Us in resolving problems relating to the Service; and

promptly notify Us of any change of address and of any delay in delivery.

8 Exclusion and Limitation of Responsibility

8.1 We shall be responsible for the death or personal injury arising from Our negligence, or if We have deliberately lied to You about anything before You entered into this Contract, which then caused You to enter into the Contract. Nothing in these Conditions shall exclude that liability.

8.2 Nothing in this Contract shall affect Your statutory rights. If you wish to obtain further information about Your rights, You should speak to Your local Citizens Advice Bureau or Trading Standards Office. If you have any questions about the suitability of a birthing pool, antenatal advice or otherwise please speak to your doctor or mid-wife.

YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 8.3, 8.4 AND 8.5.

8.3 Except as set out in clauses 8.1 and 8.2 We shall not be liable for any losses which were not reasonably foreseeable at the time of entering into the Contract incurred as a result of Our failure to comply with this Contract or Our negligence.

8.4 We shall be under no liability for:

(a) any failure to provide the Service in accordance with the Contract as a result of any of Your acts or omissions including (without limitation) Your failure to comply with Your obligations in Section 7; or

(b) any failure to provide the Service in accordance with the Contract unless You notify Us in writing of such a claim (with detailed particulars of the circumstance giving rise thereto) within 3 months of such failure coming to Your notice; or

(c) any failure to provide the Service in accordance with the Contract as a result of Our compliance with any instruction or direction given by You if We have informed You before We comply with Your instruction that, in Our opinion, that instruction or direction will inhibit performance of the Service; or

(d) any loss You suffer as a direct result of Your failure to comply with clear instructions or health and safety that was given to you at the time that the Service was provided.

8.5 Except as set out in clauses 8.1 and 8.2 above, our responsibility to You if We do not comply with this Contract or are negligent shall be twice the value of the charges set out in the Pool Booking Form.

8.6 The price of the Service has been calculated on the basis that We will exclude or limit its liability as set out in the Contract.

9 Your information

We will record the personal details You have given Us and retain data relating to the use of the Service by You. Your data will be used principally to provide You with the Service but will also be used for the following purposes: accounting, billing and audit, credit or other payment card verification, credit checks (both by Us and those carried out by credit checking organisations) security, administrative and legal purposes, systems testing, maintenance and development and customer relations.

10 Who has rights under this Contract

10.1 The Contract between You and Us is personal to You. You may not transfer the Contract to anyone else. No one other than You or Us will gain any rights under the Contract.

10.2 We may transfer the Contract to any person or ask any person to fulfil any aspect of it so long as the performance of the Contract is not affected.

11 Interruptions to Service beyond Our control

In certain cases We may not be able to provide the Service, or carry out some of Our other duties under the Contract, because of something that is beyond Our reasonable control. This could include war, an act of terrorism, widespread goods, fuel or power shortages, fire, flood, severe weather, other natural disasters, equipment failure or an accident that is not Our fault. If this happens then We will not be responsible for so long as the effects of the event continue for any failure to provide the Service or any part of it. We will continue to try to provide such Service as is possible despite any such events and to have the Service fully available again quickly.

12 Notices

If You need to contact Us (for example to cancel the Contract or change Your address) then please write to The Good Birth Company Limited, 30 Lincoln Road, Olton, Birmingham B27 6PA marked for the attention of Adam Maclean. We will contact You at the address set out in the Pool Booking Form or any change of address which You notify Us about.

13 General

13.1 If You or Us do not immediately enforce part of this Contract, or enforce one breach of it, this will not prevent either You or Us from enforcing the particular breach or a later breach.

13.2 If at any time any one or more of the Sections of this Contract becomes void or unenforceable for any reason under any applicable law, then that Section shall be removed from the Contract for so long as it remains void or unenforceable, but the remaining Sections of the Contract shall not in any way be affected or impaired as a result of that removal.

14 Disputes and complaints

14.1 Our objective is to ensure You are delighted with the Service which we provide. Unfortunately, problems and misunderstandings do sometimes arise. If You are unhappy at any time with any aspect of the Service please raise Your concerns with a member of Our staff as soon as possible. If the problem is not resolved to Your satisfaction then please contact Adam Maclean (Tel: 0800 035 0514 email: adam@thegoodbirth.co.uk) to investigate and discuss this with You.

14.2 Any dispute or claim that either You or Us may bring in relation to or in connection with these Conditions will be decided on the basis of English law by the English courts alone (unless You object and ask for a different jurisdiction or law to apply).

I, the undersigned, am 18 years of age or older, have read, understand and agree to these Conditions.

Signature (1)

Printed Name (1)

Date