



TERMS OF BUSINESS

March 2015

1. Interpretation

In these conditions of sale:

The "Agreement" means the agreement which is formed when we accept an order from you, as provided in Clause 7 below.

"Customer" or "you" means the person who purchases the services via the www.bumproom.ie website.

"Registration data" means your name and email address

"Services" means the services described in clause 5 of these terms.

"Supplier", "we" or "us" means Ailish Cleary and Catriona Quinn trading as the bump room, registered in Ireland no. 487494, whose registered office is at 36 Clonaslee, Nenagh, County Tipperary

"These terms" means the terms of business set out in this document

"Website" means www.bumproom.ie

2. Acceptance of terms

The terms and conditions of use of this agreement sets out a legally binding terms for the website. Whether you are a visitor (simply browsing) or a member (you register to use the services) you agree to be bound by this agreement. If we modify this agreement at any time, you will be notified and you will be bound by any medication when you use the website after medication is posted.

3. Registration

If you wish to become a member and make use of the service you must agree to the terms of this agreement during the registration process. You must be 18 years old and provide true accurate current and complete information on your registration form (the "registration data").

Where such registration data is not true and accurate, we reserve the right to terminate your account and refuse all current and future access to the service.

4. Health disclaimer

All physical exercise may pose a risk of injury or physical or mental exhaustion. In particular, during pregnancy it is important that you are aware that it is your sole responsibility to decide whether to discuss your participation in these exercise

classes with your GP before commencing using them although we would strongly recommend that you do so.

All of the exercises, poses, moves and instructions are not required to be performed by you and if so performed, they are done so at your own election. You are responsible for your and your baby's health and you must not exceed your own limitations in the practice of physical exercise.

Dangerous conditions

Should you have any of the following dangerous conditions we strongly recommend that you do not use these services. If you choose to ignore our recommendation, it is at your sole risk exclusively. The dangerous conditions are:-

- Cardiac disease
- Restrictive lung disease
- Persistent bleeding in the second and third trimesters
- Pre-eclampsia or pregnancy-induced hypertension
- Preterm labour (previous/present)
- Intrauterine growth restriction
- Cervical weakness/cerclage
- Placenta praevia after 26 weeks
- Preterm prelabour rupture of membranes
- Heavy smoker (more than 20 cigarettes a day)
- Orthopaedic limitations
- Poorly controlled hypertension
- Extremely sedentary lifestyle
- Unevaluated maternal cardiac arrhythmia
- Chronic bronchitis
- Multiple gestation (individualised and medically supervised)
- Poorly controlled thyroid disease
- Morbid obesity (body mass index greater than 40)
- Malnutrition or eating disorder
- Poorly controlled diabetes mellitus
- Poorly controlled seizures
- Anaemia (haemoglobin less than 100 g/l).

Warning conditions

If you experience any of the following warning conditions before or during the course of the services, we recommend that you stop all form of exercise and consult with your own GP and/or obstetrician. It is your sole responsibility to ensure that you are physically fit and able to engage with the services. Listen to your own body during the exercises performed. The list of warning conditions are as follows:-

- Excessive shortness of breath
- Chest pain or palpitations
- Presyncope or dizziness
- Painful uterine contractions or preterm labour
- Leakage of amniotic fluid
- Vaginal bleeding

- Excessive fatigue
- Abdominal pain, particularly in back or pubic area
- Severe pelvic girdle pain
- Reduced fetal movement
- Dyspnoea before exertion
- Headache
- Muscle weakness
- Calf pain or swelling

Twin pregnancies

The classes are suitable for non-identical twin pregnancies on the condition that you must be less than 20 weeks pregnant commencing the classes.

You agree, that by using the services provided, you are physically capable and you are responsible solely for your own health in doing so. We strongly recommend that you do not use these exercise classes where you have any of the dangerous conditions outlined above and if any of the warning conditions arise before or during the services, we recommend that you stop using the services and consult with your own GP whether to continue using the exercise classes or not.

5. The Service and term of service

5.1 www.bumproom.ie provides an online service to its customers where they will have access to a series of five pregnancy exercise classes streamed live over the internet.

5.2 The customer will receive one exercise class per week over a five week period.

5.3 Availability and quality of the streamed classes may vary from computer to computer and may be affected by available bandwidth and speed of internet connection. We give no warranties about the quality of your watching experience. You are responsible for all internet access charges.

5.4 Coupled with the access to the streamed live exercise classes, the customer will also be a member of a closed Facebook page which is a discussion forum.

5.5 We reserve the right to make changes from time to time and without notice to the way in which we operate the service.

6. Terms of Sale

The advertising of Services on this website does not constitute an offer to sell them as described, or to sell any services at all. By clicking to place an order, you are making an offer to buy which incorporates these terms. If we elect to accept your offer, you will receive an order confirmation. We reserve the right to decline any order, without giving a reason.

7. Orders

Orders are only binding when the order confirmation is received. You should check the order confirmation and notify the Supplier of any mistake by email or telephone

immediately; otherwise the details stated in the order confirmation will apply to the Agreement.

8. Availability

If you order services and we accept the order, we reserve the right to notify you that the Services are no longer available at any time up to providing them. You can then cancel the Agreement and we will refund you all money paid in full.

9. VAT

Unless they are expressly quoted as not including VAT, all prices are inclusive of value added tax and other government taxes or duties where applicable.

10. Payment

Payment is collected from your credit/debit card at the same time that your order confirmation is sent, and before the Services are supplied.

11. Your right to cancel

Once your registration is completed and you receive confirmation of your order, you will be given access to the services. Once you use the services, you will have no right to cancel. However, if we have not started to undertake the services, you may cancel your order for up to 14 working days from the time of the order confirmation. To do so, you should email us at <Ailish to insert email address here> to confirm your cancellation in writing.

12. Prices Quoted

Unless otherwise stated, prices quoted are only valid during your browser session.

13. Content on Facebook discussion forum

13.1 Please use the Facebook commenting facilities responsibly, in particular do not post content that includes any offensive, obscene or defamatory acts or statements, illegal activities and/or activities which may cause offence to others on grounds of race, religion, creed or sex. Please also obtain the permission of any clearly identifiable individual that features in your posting.

13.2 You understand that all data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which the content originated. This means that you are entirely responsible for all content that you upload, post or e-mail via our Facebook page.

13.3 Under no circumstances will we be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of your use of any content. You agree that you must

evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness.

13.4 We do not pre-screen content but we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any content that is available on or via any chat area or our Facebook page generally.

13.5 At times, the Facebook page may not be available or may be affected by faults or maintenance, or by conditions outside our control. We reserve the right to modify or withdraw content of this site at any time. You must not damage, interfere with or disrupt access to the site or its content, nor do anything that may impair its functionality or interfere with another person's access to the site or its content. You must not use the site or its content in any way that is unlawful or damaging to us.

13.6 These conditions are in addition to the Facebook terms and conditions which are available at <https://www.facebook.com/policies>

14. Intellectual Property Rights

14.1 All intellectual property rights in the content of this site belong to bump room. No content should be modified, performed, published, transferred to anyone else nor used for any commercial purpose. Except to the extent permitted by applicable law, you must not disassemble, de-compile, reverse engineer or otherwise break or attempt to break encryption protecting content downloaded from this site.

14.2 You grant to us a world-wide, royalty-free, irrevocable, non-exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload, post or e-mail and/or to incorporate such content in other works in any form, media or technology now known or developed.

15. Queries and Complaints

Notification of queries and/or complaints must be notified to us in writing within 14 days of the problem arising, or 14 days of completion of the Services, whichever is the earlier. To contact us please visit our contact page on our website <http://thebumproom.ie/pregnancy-workouts-limerick-munster-contact/>

16. Warranties

We warrant that the services will be provided with due skill, care and diligence, and that any materials used will be sound and reasonably fit for the purpose for which they are required.

17. Remedy

Subject to Clause 18, if we are in breach of the warranties given by us under Clause 16, our liability shall be limited to:

17.1. correcting the problem at our expense; or

17.2. at our option, reimbursement of the price.

18. No Other Liability

Subject to Clause 17, we will have no further liability to you other than as described in Clause 16, whether under these terms of sale or on any other basis including liability in tort as a result of the sale of the Goods.

19. Consequential Loss Etc.

Subject to Clause 16, we will not under any circumstances be liable to the Customer by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these terms, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by our negligence, or that of our employees or agents or otherwise, even if advised of the possibility of such damages.

20. Non-Excludable Liability

Nothing in these conditions of sale shall exclude or limit our liability for death or personal injury resulting from our negligence, or that of any of our employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

21. Force Majeure

We are not liable for delays in performance (including delivery or service) caused by circumstances beyond our reasonable control and will be entitled to a time extension for performance. Examples include strikes, problems with suppliers or transport, industrial relations problems, exchange fluctuations, governmental or regulatory reaction and natural disasters. If the conditions last for more than 2 months, the Agreement may be terminated by either party without compensation.

22. Entire Agreement

These terms are the current terms in use and they are available on the website [terms and conditions](#) expressly incorporate our [Privacy Statement](#). These terms may change from time to time and it is the user's responsibility to check prior to using the site that they are happy to use the current terms and conditions in force.

The current terms and conditions together with the privacy statement are the entire understanding and agreement between the Supplier and the Customer relating to the sale of products to the Customer through this website.

23. Governing Law

These conditions of sale shall be governed by Irish law and the exclusive jurisdiction of the courts of the Republic of Ireland. The Vienna Convention on contracts for the international sale of goods is excluded in its entirety.

The Bump Room Terms and Conditions