

Terms and Conditions

These Terms and Conditions form a client agreement between you the client (hereby referred as you, your) and EMPOWERED LACTATION WITH EMMA, ABN 997 959 01216 (also referred to as Emma / Emma Maher / we / my).

By using the EMPOWERED LACTATION WITH EMMA website, you are deemed to have agreed to these terms and conditions of use. These terms apply to all visitors and users who access and use this website. We reserve the right to change or modify these terms and conditions at any given time and without notice to you. By continuing to use the EMPOWERED LACTATION WITH EMMA website after any revisions have been made effective, you agree to be bound by the revised terms, whether or not you have reviewed them. Accordingly, EMPOWERED LACTATION WITH EMMA advises you to check this page regularly.

Disclaimer

The information on this site is for general breastfeeding purposes only and does not replace individual care by a qualified health professional such as an IBCLC, midwife or GP. All health decisions come with risk and your individual circumstances must be taken into account. Should you need to implement breastfeeding decisions we urge you to do so under the supervision of an appropriately qualified health professional. You should get qualified health professional advice before making a diagnosis and implementing advice published on www.empoweredlactationwithemma.com.au. All photographs, digital downloads, information and blog posts including the online workshop contents (including videos and audio) published on this website are the property of EMPOWERED LACTATION WITH EMMA (anything with my logo present). The exceptions are external links to other websites or file downloads.

Privacy

EMPOWERED LACTATION WITH EMMA has a [privacy policy](#) that explains how we will treat your personal information in compliance with the [Privacy Act 1988](#). You supply “personal and sensitive information” to us when you fill in an online enquiry and registration forms, complete client intake forms, subscribe to our email newsletters, submit postings or comments, or email us.

We will never give your personal information to any individual or company for commercial purposes.

Description of service

These Terms and Conditions relate to services provided by EMPOWERED LACTATION WITH EMMA which include; pre and post natal breastfeeding education, lactation / infant feeding support and management via in person consultations, telehealth, education workshops, and written plans (Services).

Consultations include collecting various sensitive information from you, providing thorough assessment then recommendation for concerns around the topic you have sought support for (may or may not include other topics).

Workshops are provided with the most up to date information to my knowledge, to both parents to be and also health practitioners. These are not intended to be medical advice, but information to share to equip and empower you.

Bookings

All clients booked for Initial Consultations (phone / face to face / online), will need to complete the intake form sent to you via email or text prior to the consultation and accept the included Consent to Care.

EMPOWERED LACTATION WITH EMMA will confirm all consultations with clients in the 24-48 hours prior to the planned time. These need to be confirmed / replied to.

In cases where confirmation has not been received, EMPOWERED LACTATION WITH EMMA will reasonably endeavour to contact you to confirm your consultation and obtain pre-consult digital documentation.

Empowered Lactation

with Emma

Terms and Conditions

Payment for clinic consultations (face to face / telehealth or phone) is expected by five (5) working days after the consult. Payment can also be made via website in full on online booking system. Payment for education workshops are required in full prior to the workshop to secure your booking and place in the group workshop.

Payment for services can be made via bank transfer (with the invoice sent after a consultation if online payment isn't already made) or debit or credit card via third party payment systems for online booking (STRIPE). T's & C's of THIRD PARTY PAYMENT SYSTEM can be found here – <https://stripe.com/au/legal/consumer>). Cash is also a legal tender for face to face consultations payment.

Cancellation policy

24 hours notice is required to cancel or reschedule your appointment and not incur additional costs beyond the non-refundable deposit.

By booking your appointment you are accepting EMPOWERED LACTATION WITH EMMA'S cancellation policy where by you will be charged 50% of the planned full fee if not cancelled with more than 24 hours notice or if you have not shown up without notice at all.

Waiving of cancellation fees is at the discretion of the Lactation Consultant.

If your appointment is cancelled by EMPOWERED LACTATION WITH EMMA within 48 hours of your appointment time, no financial penalty will be incurred by you. New appointment times are subject to availability.

Travel Charges

Home visits have an included travel fee, unless you live further than an hour away from the clinic located at Paterson NSW, whereby an extended travel fee may be applied.

Online Workshop

The contents of the online Breastfeeding Prep Workshop are designed for general information purposes and not intended for individual advice or not for medical purposes. Note that the

Empowered Lactation

with Emma

Terms and Conditions

contents will be reviewed often – as we endeavour to keep the information current and evidence based.

By purchasing an online membership you agree to not sharing log in details or contents of the workshop. It is not to be recorded nor distributed online. It is only for your individual purposes of learning and preparation to breastfeed.

It is illegal and against the agreement with EMPOWERED LACTATION WITH EMMA to share such details. I trust you can respect the time and effort that has gone into this online workshop and be honest in your purchase.

Delivery of Services (e.g., business hours, ongoing support)

EMPOWERED LACTATION WITH EMMA business hours are Monday to Friday (9am to 5pm) unless otherwise specified, with limited 'work days' – these change from week to week at Emma's discretion. Sometimes consultations may be offered on the weekend depending on availability. Correspondence, phone calls and support outside of these hours are at the discretion of the Lactation Consultant.

EMPOWERED LACTATION WITH EMMA offers complimentary support via SMS and Email after your consultation for basic enquiries and concerns. The Lactation Consultant will endeavour to reply to your electronic communication as promptly as possible around her work commitments during these times. If concerns listed by the client in the communication require more support outside of electronic communication, a follow-up consultation will be recommended by the Lactation Consultant. This service is not for urgent or emergency care. If your concern is urgent, follow up with your primary Healthcare Provider, local emergency department.

Dispute resolution process

EMPOWERED LACTATION WITH EMMA are strongly committed to their clients and their customer satisfaction. If, in the event you are unhappy with the Services provided by me at EMPOWERED LACTATION WITH EMMA we encourage you to contact us at hello@empoweredlactationwithemma.com.au to discuss your complaint and rectify if appropriate.

Empowered Lactation

with Emma

Terms and Conditions

The code of professional conduct for IBCLCs along with complaint forms, disciplinary procedures and sanction list can be found at <https://iblce.org/resources/disciplinary-procedures/>

Limitation of Liability

To the extent permitted by law I at Emma at EMPOWERED LACTATION WITH EMMA will not be liable for injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

EMPOWERED LACTATION WITH EMMA will make every attempt to publish true and accurate information, however we cannot guarantee that there will never be any errors or mistakes in published material. EMPOWERED LACTATION WITH EMMA does not accept any responsibility for the accuracy or completeness of any material contained in this site. Additionally, EMPOWERED LACTATION WITH EMMA disclaims all liability to any person relying wholly or partially upon any information presented in this site in respect of anything, and the consequences of anything, done or omitted to be done.

My website contains links to businesses that are not owned or controlled by EMPOWERED LACTATION WITH EMMA and are considered an “external website”. WE assume no responsibility for the content, privacy policies, or practices of the business websites or services. We strongly advise you to read the terms and conditions and privacy policies of any businesses that you visit.

Any legal issues arising in relation to the use of this website will be dealt with under the laws of NSW, Australia. Illegal activity under those laws will be a violation of these terms, but as the website is accessible worldwide you should be aware that you could be prosecuted under the law of those jurisdictions.

Copyright and Acknowledgments

Empowered Lactation

with Emma

Terms and Conditions

EMPOWERED LACTATION WITH EMMA reserves all intellectual property rights, including all content within the EMPOWERED LACTATION WITH EMMA website. You must not reproduce any material on this website in any form without the express written consent of EMPOWERED LACTATION WITH EMMA.

Private Health Funds

If you have private health insurance, you are responsible for liaising directly with your private health fund to determine if you are eligible for private health benefits in respect of the services you receive from EMPOWERED LACTATION WITH EMMA. Appropriate provider numbers are on your receipts and you are welcome to enquire and request application for me to be a registered provider with your health fund if not already. Note that not all Private Health Funds provide cover for IBCLC's.

Misconduct

If you act in any way which contradicts these terms and conditions, EMPOWERED LACTATION WITH EMMA has the right to seek appropriate legal actions.