

Modern Childbirth Co. Birth Pool Hire

HIRING TERMS AND CONDITIONS

When hiring from Modern Childbirth Co. The hirer agrees to the following Terms & Conditions:

Hiring of pool:

1. The hired items always remain the property of Modern Childbirth Co. and must be returned by the end of the hiring period.
2. All hire items are to be returned by the end of the agreed hire period, by the hirer, to the pickup address.
 - a) The hire length is for 5 weeks from the pickup date.
 - b) The hire includes a birthing pool, inflating pump, hose for filling and tap adapter, disposable liner, tubing for emptying, puncture repair patch, mirror, instruction sheet, & a carry box for all items.
3. If items are lost or not returned by the end of the hiring agreement, additional fees may be incurred. Legal action will be pursued if necessary.

Usage/Instructions:

4. The hirer/user are required to follow all instructions provided by Modern Childbirth Co. If it is found that instructions have not been adequately followed or if there is damage to the hire items, additional fees may be incurred.
5. Please store the pool/hire items indoors away from direct sunlight, moisture, or extreme temperatures. Please ensure the pool is away from sharp household items or pets/animals during storage and use.
6. The birthing pool **MUST** be used with the disposable liner provided. The liner provided is to be disposed of by the hirer at the end of use. This can be disposed of in general waste.
7. If the birth pool and/or other equipment is contaminated by products of labour and birth, please rinse with cold water, then return items and inform staff from Modern Childbirth Co. for additional sanitation methods to take place (all items are cleaned and sanitized between hiring periods, but additional methods may be needed in the case of contamination, specifically if under the disposable liner of the pool).
8. The hirer agrees to take full responsibility for the proper setup, inflation, and regular maintenance of the birthing pool throughout the hiring period. This includes, but is not limited to, the following obligations:
 - a) Setup: The hirer shall ensure that the birthing pool is set up in accordance with the provided instructions, taking care to assemble all components correctly and securely.
 - b) Inflation: The hirer shall inflate the birthing pool to the recommended level as specified in the instructions, using the provided inflating pump or any approved inflation method. It is important to avoid over-inflation or under-inflation to maintain the integrity and functionality of the pool.
 - c) Regular Maintenance: The hirer shall inspect the birthing pool regularly during the hiring period to ensure its proper condition. This includes checking for any signs of

wear, damage, or leaks. If any issues are identified, the hirer must notify Modern Childbirth Co. immediately for further guidance.

d) Cleaning and Sanitization: The hirer agrees to keep the birthing pool clean and sanitary at all times. Proper cleaning instructions will be provided by Modern Childbirth Co., and the hirer must follow these instructions diligently to maintain a hygienic environment.

By agreeing to these terms and conditions, the hirer acknowledges their responsibility to properly set up, inflate, and maintain the birthing pool throughout the hiring period. Failure to adhere to these obligations may result in additional charges for any damage caused to the pool due to negligence or improper maintenance.

9. The drainage hose is 5m in length. If you require a longer drainage hose, this can be arranged at an additional charge once booking has been confirmed.
10. Emptying of the birthing pool is only to commence once the birthing pool has been completely vacated. The drainage hose is NOT to be placed into the water/drainage valve until the pool has been completely vacated.

Liability:

11. It is the responsibility of the hirer to ensure the safety of all those involved in the use of the pool and to make sure the building in which it is placed is suitable for the purpose e.g.: weatherproof and can take the weight of the pool. Modern Childbirth Co. do not accept any liability for any consequential loss or damage costs, expenses or other claims for compensation whatsoever which may arise out of or in connection with the hiring and use of our pool.
12. Modern Childbirth Co. will not be held liable or responsible for any injury, death or damage sustained while using the birth pool. By hiring the birth pool the hirer agrees to indemnify and not hold Modern Childbirth Co. responsible/ liable for anything that may arise from the use or possession of the birth pool and the associated parts and equipment. The hirer assumes all responsibility for any accidents or injuries that occur during the use of the birth pool.
13. The hirer is responsible for ensuring the location where the pool is used is suitable and meets all safety requirements, including being weatherproof and able to support the weight of the pool.
14. The hirer (birthing person) would have discussed the use of a birthing pool with the medical practitioner in charge of their obstetric care, and would have received the practitioner's approval to use the birthing pool for labour and birth, in accordance with state healthcare guidelines.
15. Modern Childbirth Co. does not provide birth pools for the use of 'freebirthing'. Modern Childbirth Co. shall not be responsible for any risk whatsoever, this includes any injury or death that arises whilst using the birthing pool.
16. Modern Childbirth Co. supplies the customer/hirer with a birthing pool on the understanding that it will only be used by the person on the booking, and not transferable between others.
17. The birthing pool will only be used according to the instructions provided.

Damage to items:

18. The hirer is responsible for any damage to the equipment: If the pool is damaged beyond repair or has a high level of damage resulting from the misuse of the birth pool, the full cost of replacement and loss of business will be charged to the hirer's nominated credit card to the amount of \$600.00.
19. It is the responsibility of the hirer to check all the contents for the birthing pool hire package, upon receipt. The hirer must advise Modern Childbirth Co. immediately if there are any missing items or damage to the pool/hired items. Modern Childbirth Co. will take corrective actions if notified within 72hrs from hiring start time.
 - a) If Modern Childbirth Co. is unable to take corrective actions due to unforeseen circumstances and this results in the birth pool being unusable – the customer will be fully refunded.
 - b) If the hirer does not notify Modern Childbirth Co. within the 72hr period, Modern Childbirth Co. is not responsible for taking corrective actions and a refund is not guaranteed. However, Modern Childbirth Co. will act within reasonable limits to rectify issues if possible.

Late Return of Hired Items:

20. The hirer agrees to return all hired items by the end of the agreed hire period, as specified in the terms and conditions. In the event that the hired items are not returned by the agreed upon return date, the following conditions shall apply:
 - a) Late Return Fee: Modern Childbirth Co. reserves the right to charge a late return fee for each day that the items are not returned beyond the agreed hire period. The late return fee of \$50 per day will be communicated to the hirer and charged to the nominated credit card.
 - b) Additional Charges: If the hired items are not returned within seven (7) days after the agreed return date, Modern Childbirth Co. may charge the hirer for the full replacement cost of the hired items. This charge will be in addition to any late return fees already incurred.
 - c) Legal Action: If the hired items are not returned within fourteen (14) days after the agreed return date, Modern Childbirth Co. reserves the right to pursue legal action to recover the hired items or seek compensation for the loss of the items.

It is the responsibility of the hirer to ensure that the hired items are returned on time. Please make all necessary arrangements to return the items promptly to avoid any late return fees or additional charges.

Payment/Cancellation Policy:

21. Modern Childbirth Co. reserves the right to change the advertised total cost of hiring a birth pool at any time. We will however, honour bookings already made at the price quoted on the day of booking.

22. If the hirer wishes to cancel the booking, they must notify Modern Childbirth Co. within the specified cancellation period, which is before and up to four weeks prior to the agreed start time of the hire.

In the event of cancellation post the cancellation period, the following refund percentages will apply:

- a) Cancellation 2 to 4 weeks before the hire period: 75% refund of the total hire fee.
- b) Cancellation 1 to 2 weeks before the hire period: 50% refund of the total hire fee.
- c) Cancellation less than 1 week before the hire period: 20% refund of the total hire fee. This applies only in cases of cancellation due to medical reasons and not due to a change of mind.

Please note the following considerations:

The deposit of \$100 is payable at the time of booking this deposit will be held as security and will not be refunded in any instance. Full payment is due four weeks before the start date of hire.

Modern Childbirth Co. acknowledges that labour and birth is unpredictable, and babies may arrive unexpectedly and a birth in water may not be achieved. However, refunds will not be given if the hirer does not end up using the birth pool from the hire start date.

Modern Childbirth Co. aims to provide flexibility and understanding in cases where unforeseen circumstances arise close to the hire period start time. However, we do need customers to respect that we are a small business with only a certain number of birth pools for hire. Please communicate as early as you can with us around cancellations to allow others the opportunity to access our pools.

Privacy Policy:

23. Modern Childbirth Co. respect the privacy of their customers and will never give out any information unless we are required to by law.

Modern Childbirth Co.

ABN: 96 840 394 955

WAIVER

I _____ have read, understood, and agree to the above terms and conditions set out by Modern Childbirth Co. I accept full responsibility for the hire items during the agreed hiring period and will return items in the same condition as received (minus the used disposable liner which I will dispose of responsibly). I agree to indemnify and not hold Modern Childbirth Co. responsible/liable for any issues that may arise from the use or possession of the birth pool. If the hire items are lost, damaged (beyond reasonable repair) or stolen while in my possession, I am aware that this will incur additional fees. I agree to use the items only as instructed and understand it is recommended I am under the care/guidance of qualified medical professionals while labouring and/or birthing in the birth pool. I agree and understand the cancelation/ refund policy. I agree to follow all relevant laws, regulations and state healthcare guidelines regarding the use of the birth pool.

Signature: _____

Date: _____