



Terms and Conditions Agreement

Lily & Lavender Birth Pool Hire

1. Definitions

- 1.1. **Hirer:** The individual hiring the birth pool.
- 1.2. **Company:** Lily and Lavender Birth Limited.
- 1.3. **Birth Pool:** The equipment being hired out for water birth purposes.

2. Hire Agreement

By signing this agreement, the Hirer agrees to hire the Birth Pool from the Company under the following terms and conditions.

3. Hirer's Information

Name: _____ **Phone:** _____

Address: _____

Estimated Due Date (EDD): _____

4. Payment

- 4.1. The hire fee is \$150.
- 4.2. A refundable bond of \$100 is required.
- 4.3. Total amount payable: \$250.
- 4.4. Payment must be made via Credit Card or Bank Transfer to the following account:
Bank Number: ASB 12-3438-0052394-00
- 4.5. The bond will be refunded upon the return of the Birth Pool in good condition as outlined in section. 7.2.

5. What's Included

- 5.1. Professional Birthing Pool
- 5.2. NZ made Food grade liner (one time use)
- 5.3. Hoses for Filling & Emptying
- 5.4. V-Pump
- 5.5. Air Pump
- 5.6. Thermometer

6. Collection and Return

- 6.1. The Birth Pool will be collected from and returned to the specified location agreed upon at the time of booking.
- 6.2. The Hirer must return the Birth Pool cleaned, sanitised, and dried to the same location within 72 hours of the birth.

7. Responsibilities of the Hirer

- 7.1. The Hirer is responsible for the Birth Pool from the time of collection until the time of return.
- 7.2. The Birth Pool must be returned in good condition, clean, sanitised, and dry. The Company reserves the right to deduct cleaning or repair costs from the bond if the Birth Pool is returned in an unsatisfactory condition.
- 7.3. The Hirer must ensure proper and safe use of the Birth Pool.
- 7.4. The pool is to be used only for the mother and partner during labour. It is not to be used as a paddling pool for children or pets.
- 7.5. The pool must be inflated only with the air pump provided by the Company. Do not inflate the Birth Pool with a compressor or high-pressure pump.

- 7.6. Do not use a heating device in the pool.
- 7.7. Use of Pool Liner
 - 7.7.1. The provided NZ made food grade liner must be used at all times when the Birth Pool is filled with water.
 - 7.7.2. The liner is intended for single use only and should not be reused.
 - 7.7.3. Failure to use the liner will result in additional cleaning charges deducted from the bond.

8. Checking the Equipment

- 8.1. The Hirer must check the Birth Pool upon receipt and notify the Company of any issues within 48 hours. If no notification is received, it will be assumed that the equipment was received in perfect condition.

9. Usage Period

- 9.1. The Birth Pool hire is for a maximum period of 6 weeks (excluding collection and return times): 4 weeks prior to EDD and up to 2 weeks after EDD.

10. Cancellations and Refunds

- 10.1. Cancellations should be made as soon as possible. If you cancel within two weeks before the pick-up date, a \$50 cancellation fee will apply.
- 10.2. No refunds will be provided once the pool is collected.

11. Non-Use Clause

- 11.1. In the event that the Hirer does not use the Birth Pool, no refund will be provided once the pool has been collected.
- 11.2. The Hirer acknowledges that the hire fee and bond cover the reservation and availability of the Birth Pool for the agreed hire period, regardless of its use.

12. Damage and Additional Charges

- 12.1. The Hirer agrees to pay the cost of replacing or repairing any items that are damaged, dirty, wet, or missing upon return.
- 12.2. **Avoid damage to the pool by:**
 - 12.2.1. Not over-inflating it.
 - 12.2.2. Using a blanket or similar between rough surfaces and the pool.
 - 12.2.3. Keeping sharp objects away from the pool.
 - 12.2.4. Not using the pool outdoors or allowing children/pets to play in or around it.
- 12.3. **Additional charges may apply if:**
 - 12.3.1. There is any damage to the pool.
 - 12.3.2. The pool is returned in a dirty or wet condition.
 - 12.3.3. The pool is used without the provided liner.
 - 12.3.4. Any pieces of the pool kit are missing.
 - 12.3.5. The blue hose is accidentally used for emptying (must use the green hose for emptying).

13. 12. Liability

- 13.1. The Company is not liable for any injuries or damages resulting from the use of the Birth Pool.
- 13.2. The Hirer assumes all risk and responsibility for the use of the Birth Pool during the hire period.

14. Agreement

By signing below, the Hirer acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this agreement.

Hirer's Signature:

Date:

For any queries, please contact Lily & Lavender Birth at lilyandlavenderbirth@gmail.com

Thank you for choosing Lily & Lavender Birth for your home birth needs.