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## GENERAL TERMS AND CONDITIONS

This Letter of Agreement ("**Agreement**"),  
dated (insert date DD/MM/YY)  
serves to confirm that I/We ("**the Client**") (insert Names)

.....
.....
.....

have contracted Kathleen Rougier ("**Kathy**") to provide Doula and Lifestyle Consulting services ("**Services**"). I/We, the undersigned, confirm that I/We have read, fully understand, and agree to the following:

### **1. COMMENCEMENT AND TERM**

- (a) This Agreement shall commence on the date it is validly signed or otherwise agreed by the Client.
- (b) It is agreed and understood that the Client's unequivocal acceptance of and agreement to all terms and conditions of this Agreement shall be indicated by the Client's signature on this agreement and/or the booking of services via payment of any deposit, Retainer or invoice for services rendered.
- (c) The end date for the Services will be as mutually agreed in writing between the parties.

### **2. SCOPE OF SERVICES (What Kathy does)**

- (a) In providing the Services, Kathy will inform the Client about options that may be available to help the Client to care for their child and themselves.
- (b) Kathy will provide evidence-based information and resources, emotional and physical support via in-person consultations, telephone, online or via the Empowa Mobile Application.
- (c) Kathy will be available during reasonable hours of the day Monday to Friday, not including Public Holidays
- (d) Kathy will provide In-home Care, on dates/times and at locations mutually agreed upon by both parties.

### **3. LIMITATION OF SERVICES (What Kathy does not do)**

- (a) Kathy will not perform any medical procedures nor give medical advice, including but not limited to any medical examinations of the birth parent or baby such as taking temperature, checking blood pressure or performing any other type of clinical care.
- (b) It is the Client's responsibility to seek the advice of an appropriately qualified practitioner in respect of clinical care or any medical care required for their child.
- (c) Kathy is not a certified lactation consultant.
- (d) "In-home Care" is strictly limited to the Residential Address of the Client.
- (e) Services rendered at locations other than "In-home" must be mutually agreed upon by both parties. Notwithstanding General Terms and Conditions Clause 7 the Client agrees to "Hold Harmless" Empowa and Kathy of any situation(s) or circumstance(s) arising outside of the Residential address of the Client.
- (f) A legally responsible parent, guardian or other caregiver must be present in the home at all times.
- (g) Under no circumstances will Kathy, or any other Employee of Empowa, drive, or operate, any vehicle in the performance of any services.

**4. CLIENT OBLIGATIONS**

- (a) The Client must communicate their needs and preferences to Kathy verbally and/or in a written form.
- (b) The Client understands that they may, at any time, decline any and all specific techniques, suggestions and any and all recommendations provided to them by Kathy.
- (a) The Client is responsible for raising any questions that the Client might have concerning Kathy's services prior to entering into this Agreement, and by signing, or otherwise agreeing, the Agreement, the Client confirms that any questions have been satisfactorily answered.
- (b) To secure the agreed contract period the Client must pay the Retainer fee. For the sake of clarity, failure to pay the Retainer fee means that the agreed hours cannot be guaranteed by Kathy and may be subject to cancellation or change.
- (c) The Client must pay ALL Fees to Kathy when due and payable, and in any event, no later than (thirty) 30 days from the date that a valid invoice is issued.
- (d) For the purposes of this Agreement, "Fees" means any amount(s) quoted to the Client in writing by Kathy, and accepted by the Client, prior to this Agreement being executed by both parties.

**5. SAFETY AND INFECTION CONTROL AND PREVENTION**

- (a) All parties to this contract must at all times adhere to any and all applicable regulations and laws in regard to Infection Control and Prevention, including but not limited to Covid-19.
- (b) In the event that home visits are precluded by regulation or law services will be rendered at the agreed dates and times remotely by phone or video call.
- (c) Kathy will inform the Client if she, or any member of her household, are or may be reasonably suspected to be, carriers of any infectious diseases. The Client will inform Kathy if they, or any member of their household, are or may be reasonably suspected to be, carriers of any infectious diseases.
- (d) In the event that Kathy, the Client, or any members of their respective households are, or may be reasonably expected to be, carriers of any infectious diseases this Agreement will be suspended for fourteen (14) days pending evidence of full recovery. Every effort must be made by both parties to fulfill the agreed contract hours but should this not be possible fifty percent (50%) of the remaining billing period may be reimbursed to the Client.

**6. FAILURE TO PROVIDE SERVICES OR TERMINATION OF SERVICES**

- (a) If Kathy is unavailable due to illness (other than as outlined in clause 4 above) or some other emergency during the term of this Agreement, there will be no charge for the missed services, or Kathy will refund any unused prepaid fees for the missed services.
- (b) Either Client or Kathy may terminate this Agreement for convenience by giving fourteen (14) calendar days written notice (notice by email is acceptable).
- (c) If the Client terminates the Agreement for convenience up to one (1) calendar month before the agreed term, any Retainer will be returned. If cancellation is made less than one (1) month before the agreed term, any Retainer will be forfeited.
- (d) If Kathy terminates the Agreement for convenience, she will return the Retainer in full.
- (e) Either party must provide written notice of cancellation (e-mail is acceptable)

- (f) If, after Kathy's first visit (not including any Introductory session), the Client wishes to terminate this Agreement, the Client must provide written notice of termination no later than two (2) calendar days after the first visit (e-mail is acceptable). Upon receipt of the written notice, the Retainer will be forfeited, and all fees and expenses for hours completed must be paid immediately, but no further payment will be due.
- (g) If for any reason Kathy or Empowa are prevented from performing the agreed services by regulation or law through no fault of their own, Kathy will return any unused portion of the total fee (including the Retainer).
- (h) If for any reason Kathy or Empowa are prevented from performing the agreed services by regulation or law through the fault of the Client, all remaining Fees remain due and payable.

**7. LIMITATION OF LIABILITY**

- (a) To the fullest extent permitted by Applicable Laws, Kathy's liability to the Client arising out of or in connection with this Agreement of whatsoever nature and howsoever arising whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to the amount paid by the Client under this Agreement.
- (c) Kathy will not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the provision or non-provision of services under this Agreement, even if the possibility of such damages has been specifically advised.
- (d) For the purposes of this Agreement, "Applicable Laws" means the laws of Singapore.

**8. PRIVACY/RECORDING OF DATA**

I/We, the Client, understand that any/all information pertaining to this Agreement will be collected, used and stored (digitally and/or hardcopy) in accordance with the EmpowaPrivacyPolicy200903 and the Personal Data Protection Act 2012 (Singapore).



## **ADDENDUM: POSTNATAL CONTRACT**

Notwithstanding all General Terms and Conditions

### **1. COMMENCEMENT AND TERM**

- (a) Unless otherwise agreed in writing payment of the Retainer fee secures the agreed term of service starting from no later than (two) weeks before the Estimated Due Date.

### **2. SCOPE OF SERVICES (What Kathy does)**

- (a) For the purposes of this Agreement, "In-home Care" may include assistance with feeding, non-medical information about post-birth recovery, teaching newborn care, including diapering, bathing, safe-sleep practices, feeding, newborn observation, baby wearing, preparation of nutritious snacks for birth parent/partner, assistance with meal preparation, support with sibling care and integration to the new family dynamics, infant laundry and other tasks as may be mutually agreed between Kathy and the Client.
- (b) If required, Kathy can help initiate and support breastfeeding, including providing referrals to certified local lactation consultants on request.
- (c) If the Client chooses to bottle feed Kathy will be fully supportive and provide evidence-based instructional support and advice.

### **3. LIMITATION OF SERVICES (What Kathy does not do)**

- (a) Kathy will not perform any medical procedures nor give medical advice, including but not limited to any medical examinations of the birth parent or baby such as taking temperature, checking blood pressure or performing any other type of postpartum clinical care.
- (b) It is the Client's responsibility to seek the advice of an appropriately qualified practitioner in respect of postpartum clinical care or any medical care required for their child.
- (c) Kathy is not a certified lactation consultant.

### **4. CLIENT OBLIGATIONS**

- (a) The Client must notify Kathy once the baby is born so that she can make arrangements to attend to the Client.

## **ADDENDUM: FULL SPECTRUM SUPPORT SERVICES**

Notwithstanding all General Terms and Conditions

### **1. COMMENCEMENT AND TERM**

- (a) Unless otherwise agreed in writing payment of the Retainer fee secures the agreed term of service starting from no later than week 13 of pregnancy.

### **2. SCOPE OF SERVICES (What Kathy does)**

- (a) For the purposes of this Agreement, “In-home Care” may include prenatal support with sibling care and integration in the new family dynamics, non-medical information to assist with pregnancy, non-medical information to prepare for labour and birth, referral and contact information for other perinatal specialists and other tasks as may be mutually agreed between Kathy and the Client.
- (b) For the purposes of this Agreement, “In-home Care” may include postnatal support with non-medical information about post-birth recovery, referral and contact information for other perinatal specialists, teaching newborn care including diapering, bathing, safe-sleep practices, feeding and baby wearing, newborn observation, assistance with meal preparation, infant laundry and other tasks as may be mutually agreed between Kathy and the Client.
- (c) If required, Kathy can help initiate and support breastfeeding, including providing referrals to certified local lactation consultants on request.
- (d) If the Client chooses to bottle feed Kathy will be fully supportive and provide evidence-based instructional support and advice.

### **3. LIMITATION OF SERVICES (What Kathy does not do)**

- (a) Kathy will not perform any medical procedures nor give medical advice, including but not limited to any medical examinations of the birth parent or baby such as taking temperature, checking blood pressure or performing any other type of clinical care.
- (b) It is the Client’s responsibility to seek the advice of an appropriately qualified practitioner in respect of postpartum clinical care or any medical care required for their child.
- (c) Kathy is not a certified lactation consultant.
- (d) Kathy is not a nanny.
- (e) Kathy is not a teacher or tutor.
- (f) Sibling care includes and is limited to any and all directly related siblings (by blood or marriage) of the infant (before or after birth) upto and including 11 years of age.

### **4. CLIENT OBLIGATIONS**

- (a) The Client must notify Kathy once the baby is born so that she can make arrangements to attend to the Client.



## **ADDENDUM: POSTPARTUM AND/OR BREASTFEEDING AND/OR BACK TO WORK AND/OR WORK FROM HOME CONSULTATION**

Notwithstanding all General Terms and Conditions

### **1. SCOPE OF SERVICES (What Kathy does)**

- (a) For the purposes of this Agreement, "In-home Care" may include assistance with feeding, non-medical information about post-birth recovery, teaching newborn care, including diapering, bathing, safe-sleep practices, feeding, newborn observation, baby wearing, preparation of nutritious snacks for birth parent/partner, assistance with meal preparation, support with sibling care and integration to the new family dynamics, infant laundry and other tasks as may be mutually agreed between Kathy and the Client.
- (b) If required, Kathy can help initiate and support breastfeeding, including providing referrals to certified local lactation consultants on request.
- (c) If the Client chooses to bottle feed Kathy will be fully supportive and provide evidence-based instructional support and advice.

### **2. LIMITATION OF SERVICES (What Kathy does not do)**

- (d) Kathy will not perform any medical procedures nor give medical advice, including but not limited to any medical examinations of the birth parent or baby such as taking temperature, checking blood pressure or performing any other type of postpartum clinical care.
- (e) It is the Client's responsibility to seek the advice of an appropriately qualified practitioner in respect of postpartum clinical care or any medical care required for their child.
- (f) Kathy is not a certified lactation consultant.



## **ADDENDUM: HELP YOUR HELPER TRAINING**

Notwithstanding all General Terms and Conditions

### **1. SCOPE OF SERVICES (What Kathy does)**

- (a) For the purposes of this Agreement, "In-home Care" may include advice on non-medical information about post-birth recovery and newborn care, including safe-sleep practices, feeding, diapering, bathing, baby wearing, safety, preparation of nutritious snacks for birth parent/partner, and other topics as may be mutually agreed between Kathy and the Client.

### **2. LIMITATION OF SERVICES (What Kathy does not do)**

- (a) Kathy will not give medical advice
- (b) Kathy will not give First Aid Training
- (c) It is the Client's responsibility to seek the advice of an appropriately qualified practitioner in respect of postpartum clinical care or any medical care required for their child.





## ACKNOWLEDGEMENT

Date:

Client (Birth Parent)    
(Print Name and Signature)

Client (Partner)    
(Print Name and Signature)

Please return a signed copy to [Kathy@empowa.sg](mailto:Kathy@empowa.sg)  
If you have any questions please do not hesitate to contact me on +65 9295 1035

**I thank you in advance for your trust, and congratulate you on the start of this wonderful journey.**

**With all my best wishes,  
Kathy**