



Empowa

Letter of Agreement for Services

This Letter of Agreement ("**Agreement**"), dated (insert date DD/MM/YY) _____, serves to confirm that I/We (insert Names) _____, _____ ("**the Client**", "**I/We**") have contracted Kathleen Rougier ("**Kathy**") to provide postpartum, breastfeeding, lifestyle consulting (delete as appropriate) services ("**Services**") after the birth of our child, Estimated Due Date (insert date DD/MM/YY) _____. 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 by both the Client and Kathy.
- (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 Kathy's website or mobile site.
- (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, and telephone, online or in-person consultations.
- (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.
- (e) Kathy will be available by phone and WhatsApp during reasonable hours of the day during the period commencing two (2) weeks prior to the Estimated Due Date, and ending (twelve) 12 weeks, or such period that is mutually agreed between Kathy and the Client, after the birth.
- (f) Kathy will provide In-home Care, on dates/times and at locations mutually agreed upon by both parties.
- (g) For the purposes of this Agreement, "In-home Care" includes assistance with feeding, non-medical information about post-birth recovery, teaching newborn care (including diapering and bathing), 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.

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.



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- (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.

If the Client releases Kathleen (Kathy) Rougier prior to the agreed term, the Client understands that no refund will be due.

4. CLIENT OBLIGATIONS

- (a) The Client must communicate their needs and preferences to Kathy verbally and/or in a written form, including notifying Kathy once the baby is born so that she can make arrangements to attend to the Client.
- (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 the Agreement, the Client confirms that any questions have been satisfactorily answered.
- (c) The Client must pay the 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 the 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) 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.
- (c) 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 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).



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- (c) If the Client terminates the Agreement for convenience up to one (1) calendar month before due date, any deposit will be returned. If cancellation is made less than one (1) month before due date, any deposit will be forfeited.
- (d) If Kathy terminates the Agreement for convenience, she will return the deposit in full. Either party must provide written notice of cancellation (e-mail is acceptable)
- (e) If, after Kathy's first visit, 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 deposit will be forfeited, but no further payment will be due.

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.
- (b) 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.
- (c) 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).

Date: _____

Kathy Rougier _____
(Print Name and Signature)

Client (Birth Parent) _____
(Print Name and Signature)

Client (Partner) _____
(Print Name and Signature)

Please return a signed copy to 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