



Terms & Conditions - The Midnight Mouse

Please read these Terms and Conditions before purchasing your sleep support package. By proceeding with your purchase and subsequently confirming your acceptance of these Terms and Conditions via the client questionnaire, you confirm that you have read, understood and agree to these Terms and Conditions.

Service Agreement

By engaging in my services as a Holistic Sleep Coach, you agree to the terms outlined below. These terms are designed to ensure clarity and mutual understanding throughout our collaboration.

Scope of Services

1. My services are provided to support families in improving their child's sleep through holistic, evidence-based methods.
2. Advice and recommendations are tailored to your family's unique circumstances and are not a substitute for medical, nutritional, lactation, psychological, therapeutic care, counselling, diagnosis, treatment or any other type of medical care.
3. I am not a medical professional and do not diagnose or treat medical conditions.
4. Please consult an appropriately qualified healthcare professional if you have concerns about your child's health, development, feeding, wellbeing or any symptoms that may be affecting their sleep.
5. If, after reviewing the information you provide, I feel that your child's needs fall outside the scope of my service or that another professional would be better placed to support you, I may recommend that you seek alternative or additional professional support.

Consultations

1. Consultations may take place via video call, or in person, depending on the package you have chosen.
2. All in person consultations will be delivered within a 5 mile radius of Worthing at a mutually agreed location.
3. I value your privacy and am committed to protecting the personal information you share with me during the consultation.
4. Consultation recordings (where consent has been provided) will be stored securely and deleted after 90 days or once they are no longer required for the purpose for which they were collected.
5. Your sleep support is bespoke to you, and should not be shared with other third parties, as the information may not be relevant to them.

Payments

1. Full payment must be received before analysis of your sleep diary or creation of your personalised sleep plan begins.
2. Payment confirms your intention to proceed with your chosen package. However, personalised sleep coaching work will not begin until you have completed the required client questionnaire and confirmed your acceptance of these Terms and Conditions.
3. Payment is made by bank transfer unless otherwise agreed.
4. Payments are non-refundable unless otherwise stated below.

Refunds

1. If you decide not to proceed before the personalised sleep coaching work has commenced, please contact me as soon as possible.
2. If, after reviewing your completed questionnaire and sleep diary, I feel that my service is not appropriate for your circumstances and that an alternative practitioner or service would be more suitable, I will issue a full refund.
3. Once personalised preparation and sleep coaching work has commenced, fees will generally be non-refundable, subject to any cancellation or refund rights you may have under applicable consumer law.
4. Nothing in these Terms and Conditions is intended to limit or exclude any statutory rights you may have as a consumer.

Cancellations/Rescheduling

1. If you need to reschedule your consultation, at least 48 working hours' notice is required. One reschedule is permitted without charge.
2. If you cancel or reschedule with less than 48 working hours' notice, a £10 administration fee will be required prior to re-booking.
3. Any additional rescheduling requests (beyond the first) will incur a £10 administration fee, regardless of notice given.
4. If I need to cancel or reschedule your appointment, an alternative date will be offered that is mutually convenient.
5. Failure to attend a scheduled consultation without prior notice will be treated as a cancellation with less than 48 working hours' notice.

Confidentiality

1. I am committed to maintaining the confidentiality and security of the information you share with me.
2. Personal information will be collected, stored and processed in accordance with my **Privacy Policy** and applicable UK data protection legislation, including the UK General Data Protection Regulation and Data Protection Act 2018.
3. Client information may include your completed questionnaire, sleep diary, personalised sleep plan, consultation notes and relevant correspondence.
4. I will not knowingly disclose your personal information to third parties except where this is necessary to provide my services, where you have authorised me to do so, where I am legally required or permitted to do so, or where information needs to be shared to protect a child or another person from harm.
5. Please refer to my Privacy Policy for further information about how your personal information is collected, used, stored and retained.

Safeguarding

1. If I have a safeguarding concern regarding a child, I may need to share relevant information with the appropriate safeguarding service or authority where this is necessary to protect the child from harm.
2. Where it is safe and appropriate to do so, I will discuss safeguarding concerns with you before sharing information.
3. However, I may need to share information without your consent where this is necessary to protect a child or where I am legally required or permitted to do so.

Client Responsibilities

1. You are responsible for providing accurate and honest information about your child's sleep, routines, health and wellbeing.
2. You should inform me of any relevant changes to your child's circumstances during the period of support.

3. I will use my training, knowledge and experience to provide education and evidence-informed suggestions based on the information you provide.
4. You remain responsible for deciding whether and how you implement any recommendations provided.

Limitations

1. I do not guarantee a particular sleep outcome or result, or that improvements will occur within a particular timeframe.
2. Every child and family is unique, and progress can be influenced by many factors, including your child's individual needs, temperament, development, health, sleep needs, environment and family circumstances.
3. Parents and caregivers remain responsible for all decisions relating to the care, supervision and wellbeing of their child.

Safe Sleep

1. My sleep coaching will always be provided with safe sleep principles in mind.
2. Parents and caregivers remain responsible for ensuring that their child's sleep environment and care arrangements are safe and appropriate.
3. My sleep coaching does not replace recognised safe sleep guidance or professional medical advice.
4. If you have concerns about the safety of your child's sleep environment, please seek advice from an appropriately qualified healthcare professional or relevant safe-sleep guidance service.

Follow-Up Support

1. I will provide follow-up support as set out in the sleep support package you have purchased.
2. Depending on the package, follow-up support may be provided via WhatsApp.
3. WhatsApp support will be initiated by you, and I will let you know when your included follow-up period is drawing to a conclusion.
4. You can choose how much or how little you communicate during your support period.
5. Where applicable, I will provide a written summary or personalised sleep plan with suggestions and recommendations within 3 working days of the consultation.
6. WhatsApp support is available Monday to Saturday, 9am–9pm. I am not available on Sundays.
7. I aim to respond to messages within 24 hours during my stated support hours, although this is not guaranteed.
8. WhatsApp support is intended for guidance relating to your sleep plan. It is not an emergency service and should not be used for urgent medical, safeguarding or other emergency concerns.
9. If additional support is required beyond the follow-up included within your package, this can be arranged at an additional fee.
10. If you do not respond to messages or initiate contact during your support period, I may assume that you no longer require support and your support period may come to an end as scheduled.

Liability

1. To the fullest extent permitted by law, I shall not be liable for any indirect or consequential loss arising from the implementation of sleep strategies or recommendations discussed as part of the sleep coaching service.
2. Parents and caregivers remain responsible for all decisions relating to the care, supervision and wellbeing of their child.
3. Nothing in these Terms and Conditions is intended to exclude or limit liability where it would be unlawful to do so.

Copyright and Use of Materials

1. All sleep plans, written recommendations, worksheets, guides, templates and other materials provided by The Midnight Mouse are provided for your personal use only.

2. These materials must not be copied, reproduced, published, sold, distributed or shared with third parties without my prior written permission.
3. Your personalised sleep plan is specific to your child and family circumstances and should not be relied upon as advice for another child or family.

Complaints and Dispute Resolution

1. I am committed to providing a high-quality service and view complaints as an opportunity to learn and improve.
2. If you have a concern about my services, please contact me directly in writing and provide as much detail as possible, including relevant dates, the nature of the concern and what you would like me to do to resolve it.
3. I will review your complaint carefully and aim to respond and work with you towards a satisfactory resolution.
4. All complaints will be handled sensitively and confidentially.
5. Refunds are not automatically issued in response to dissatisfaction but may be considered depending on the circumstances and subject to any applicable consumer rights.

Acceptance of Terms

Before payment, you will be provided with a copy of these Terms and Conditions to read.

Following payment, you will be asked to confirm via your client questionnaire that you have read, understood and agreed to these Terms and Conditions.

By ticking the relevant box and submitting the questionnaire, you confirm your acceptance of these Terms and Conditions.

Contact Information

If you have any questions about these terms, please don't hesitate to get in touch:

Melissa Rudd

07765457751

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I am fully insured through Westminster Insurance Ltd.

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