



Terms & Conditions

Please read these Terms and Conditions carefully before proceeding with a sleep support package. I will send these to you following your free Best Fit Call so that you have the opportunity to review them and ask any questions before deciding whether to proceed.

By proceeding with payment after receiving these Terms and Conditions, you confirm that you intend to purchase the agreed sleep support package on the terms set out below. You will also be asked to confirm your acceptance of these Terms and Conditions through the relevant tick box on your Holistic Questionnaire.

Your acknowledgement of the Privacy Policy and consent to the processing of health information are addressed separately through the relevant tick boxes on the questionnaire.

Nothing in these Terms and Conditions limits your statutory consumer rights.

Service Agreement

The Midnight Mouse is operated by Mel, an OCN Level 6 Certified Gentle & Holistic Infant Sleep Coach.

My services provide gentle, holistic and evidence-informed sleep support for families with babies and young children.

The service and level of support you receive will depend on the package you choose and the arrangements agreed before purchase.

Scope of Services

1. My services are designed to support families in understanding their child's sleep and exploring gentle, holistic strategies that may help improve sleep for the whole family.
2. My approach is responsive and individualised, taking into account your child's needs, temperament, development and family circumstances.
3. My services are not a substitute for medical, nutritional, lactation, psychological or other healthcare advice, diagnosis or treatment.
4. I do not diagnose or treat medical conditions. If information shared with me suggests that further professional assessment or support may be appropriate, I may recommend that you contact your GP, health visitor or another suitably qualified professional.
5. You remain responsible for seeking appropriate professional advice about concerns regarding your child's health, development, feeding, growth or wellbeing.



Best Fit Call & Booking Process

1. All clients must first attend a free 15-minute Best Fit Call before purchasing a sleep support package.
2. The Best Fit Call allows us to discuss your family's situation, answer questions about my services and establish whether my approach and the package offered are suitable for your needs.
3. Following the call, I will provide these Terms and Conditions for you to review before deciding whether to proceed.
4. If you wish to proceed, I will issue an invoice for your chosen package. The invoice email will explain how your payment confirms your intention to proceed on these Terms and Conditions.
5. Once payment has been received, I will send you the relevant onboarding documents, including the Holistic Questionnaire and five-day Sleep Diary.
6. Your Holistic Questionnaire includes separate tick boxes for confirming your acceptance of these Terms and Conditions, acknowledging the Privacy Policy and providing explicit consent to the processing of health information where applicable.
7. You must complete the relevant confirmations and provide any required consent before I begin reviewing your information and preparing your personalised sleep plan.
8. Work on your personalised sleep plan will begin once your completed questionnaire and sleep diary have been received and reviewed.

Consultations

1. Consultations will take place online or in person, depending on your chosen package and the arrangements agreed in advance.
2. In-person consultations are available within a five-mile radius of Worthing. The location must be agreed by both parties before the consultation is confirmed.
3. I will treat information shared during consultations confidentially, subject to the exceptions set out in these Terms and Conditions and my Privacy Policy.
4. Consultations will not be recorded without your prior consent. If recording is proposed, I will explain its purpose and obtain your agreement beforehand. Declining recording will not affect your ability to receive the service.
5. Any recording will be stored securely and deleted within 90 days, or sooner if it is no longer required for its stated purpose, subject to any applicable legal requirements.
6. Personalised advice and resources are prepared for your family's circumstances. You should not share them with other families as individual recommendations may not be appropriate for their circumstances.

Payments

1. The prices of my sleep support packages are displayed on The Midnight Mouse website. Please refer to the website for current package prices and any applicable promotional discounts before purchasing.
2. An invoice will be issued once you have confirmed that you wish to proceed with your chosen package.



3. Full payment must be received before onboarding documents are issued and before work on your personalised sleep plan begins, unless otherwise agreed in writing.
4. Payments, cancellations and refunds are subject to these Terms and Conditions and any applicable statutory consumer rights.

Statutory cancellation rights

1. Where the agreement is made at a distance, such as by email or online, you may have a statutory right to cancel within 14 days of entering into the contract, in accordance with applicable consumer law.
2. Where this right applies, I will provide the relevant cancellation information and instructions.
3. If you request that I begin providing services during the statutory cancellation period, I will obtain any express request and acknowledgement required by law. If you subsequently cancel, any amount payable for services already provided will be determined in accordance with applicable consumer law.
4. Where the law requires acknowledgement that a cancellation right may be lost once a service has been fully performed, I will obtain that acknowledgement separately.
5. Nothing in these Terms and Conditions excludes or limits any statutory cancellation or refund rights you may have.

Suitability of the service

If, after reviewing your completed Holistic Questionnaire and Sleep Diary, I determine that my service is not suitable for your family's needs, I will discuss this with you. If I recommend that you do not proceed with my service, I will provide a full refund for the package purchased, subject to any applicable legal requirements.

Cancellations outside statutory cancellation rights

Outside any applicable statutory cancellation rights, cancellation and refund requests will be considered in accordance with these Terms and Conditions, the work already completed and applicable consumer law.

Any refund entitlement will be assessed fairly and in accordance with your legal rights. Where work has already begun, this does not automatically mean that the entire fee is non-refundable.

Consultation Cancellations and Rescheduling

1. If you need to reschedule a consultation, please provide at least 48 working hours' notice wherever possible.
2. One consultation reschedule will be permitted without an additional charge, provided the request is made in accordance with the notice period above.
3. For a cancellation or rescheduling request made with less than 48 working hours' notice, an administration fee of £10 may apply before a replacement appointment is arranged. This fee will only be charged where fair and lawful in the circumstances.



4. Additional rescheduling requests may incur a £10 administration fee, regardless of notice given, where the fee is fair, proportionate and lawful.
5. If I need to cancel or reschedule a consultation, I will offer a mutually convenient alternative date.
6. Failure to attend a consultation without prior notice will be treated as a late cancellation. Any fee or other consequence will be subject to applicable consumer law and the circumstances.
7. These provisions do not affect any statutory cancellation rights you may have.

Confidentiality and Data Protection

1. I will handle your personal information in accordance with applicable data protection law, including the UK GDPR and Data Protection Act 2018.
2. Information you share with me will be handled confidentially and used for the purposes explained in my Privacy Policy.
3. Personal information and client records will be stored using appropriate security measures, including password-protected devices and accounts where applicable.
4. I will retain personal information only for as long as necessary for the purposes for which it was collected, including applicable legal, accounting and record-keeping requirements.
5. I will not sell your personal information. I will not share it with third parties except where necessary to provide the service, where you have given appropriate consent, where required by law or where otherwise permitted by applicable data protection law.
6. Some service providers I use may process information outside the UK. Further information about the providers I use, international transfers and relevant safeguards is set out in my Privacy Policy.
7. Information about your child's health or wellbeing, and any relevant health information about you, may constitute special category personal data. The lawful basis and applicable condition for processing such information are explained in my Privacy Policy. Where I rely on explicit consent, I will obtain it separately through the relevant tick box on my Holistic Questionnaire.
8. My Privacy Policy explains what information I collect, why I collect it, how I use it, how long I retain it and your data protection rights. Please read it before providing your information.

Safeguarding

1. The safety and wellbeing of children are important. If information shared during our work raises a safeguarding concern, I may need to take appropriate steps to help protect the child.
2. Where reasonably possible and appropriate, I will discuss the concern with you before taking further action.
3. Where necessary and lawful, I may share relevant information with appropriate authorities or professionals, including children's social care or the police, where this is necessary to protect a child or meet a legal obligation.



4. I may not be able to discuss a proposed disclosure with you beforehand if doing so could increase risk or would be inappropriate in the circumstances.

Client Responsibilities

1. You agree to provide accurate and honest information about your child's sleep, routines, feeding, health, development and family circumstances, including any relevant changes during our work together.
2. You are responsible for informing me of any new or changing concerns that may affect the suitability of the strategies discussed.
3. I will use my training, knowledge and experience to provide individualised, evidence-informed suggestions within the scope of my qualifications.
4. You remain responsible for deciding whether and how to implement the suggestions provided.
5. You are responsible for your child's care, supervision and safety at all times, including when implementing any strategies discussed.
6. You should follow current safe-sleep guidance relevant to your child's age and circumstances. If you have questions about the safety or medical suitability of a recommendation, seek advice from an appropriately qualified healthcare professional.

Limitations

1. Every child and family is different. I cannot guarantee a particular sleep outcome, the number of night wakings, a specific timeframe for change or that a particular strategy will be successful.
2. Progress may be affected by a range of factors, including your child's individual sleep needs, temperament, development, health, environment and family circumstances.
3. My service provides sleep education, guidance and support. It does not replace medical assessment or treatment.
4. If a medical, developmental or other concern may be contributing to your child's sleep difficulties, I may recommend that you seek advice from an appropriate professional.
5. Nothing in these Terms and Conditions limits any rights you have under consumer law, including your right to services provided with reasonable care and skill.

Follow-Up Support

1. The type and duration of follow-up support included will depend on your chosen package and will be confirmed before purchase. Where included, support will be provided via WhatsApp unless otherwise agreed.
2. Unless otherwise agreed in writing, the follow-up support period begins on the day your personalised sleep plan is sent to you and runs for the duration included in your package.
3. You are responsible for initiating WhatsApp contact when you would like support. You can choose how frequently or infrequently you contact me, according to your needs.



4. I will let you know when your included follow-up support period is approaching its end.
5. WhatsApp support is available Monday to Saturday, between 9am and 9pm. I do not provide routine WhatsApp support on Sundays. I will endeavour to respond within 24 hours during my stated support days and hours, but this is not a guaranteed response time.
6. WhatsApp support is not an emergency service and must not be used as a substitute for medical advice or urgent assistance.
7. Additional support beyond your package may be available at an additional cost, which will be agreed with you in advance.
8. If you reach your goals early and feel confident continuing independently, you may request to bank some or all of your remaining WhatsApp support for future use. This must be agreed with me in writing before your original follow-up support period expires.
9. If we agree to bank remaining support, I will confirm in writing the amount of support banked and the date by which it must be used.
10. Banked support must be used within six months of the end of the original follow-up support period. Any unused banked support will expire after this date and cannot be transferred or exchanged for cash, subject to any applicable statutory rights.
11. Your included follow-up support period will run for its full stated duration, whether or not you contact me during that time. If you do not contact me or respond to a message, I will assume that you do not currently need further support. Unused support will expire at the end of the period unless we have agreed in writing to bank it under clauses 8–10.
12. These provisions do not affect any statutory rights you may have.

Liability

1. I will provide my services with reasonable care and skill and in accordance with applicable law.
2. To the fullest extent permitted by law, I will not be liable for indirect or consequential loss arising from the implementation of sleep strategies discussed during our work together.
3. You remain responsible for decisions concerning your child's care, supervision and the implementation of suggestions provided. This does not exclude or limit my own legal responsibilities or liability where it would be unlawful to do so.
4. Nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.
5. You should contact an appropriately qualified healthcare professional if you are unsure whether a suggested approach is suitable in light of your child's health or medical circumstances.



Copyright and materials

1. Any personalised sleep plans, written resources, documents and other materials provided as part of my service remain my intellectual property unless otherwise stated.
2. You may use these materials for your own personal and family use.
3. You must not reproduce, publish, distribute, sell or share these materials commercially or with third parties without my prior written permission.
4. This does not prevent you from sharing relevant information with a healthcare professional involved in your child's care where appropriate.

Feedback, Testimonials and Case Studies

1. I welcome feedback about your experience and use it to help improve my service.
2. I will not use identifiable client information, messages, photographs or testimonials for marketing without your appropriate permission.
3. Where I ask to share a testimonial, case study or anonymised account of your experience, I will explain how the information will be used and obtain any consent required.
4. Agreeing to receive sleep support does not require you to provide a testimonial or agree to your information being used for marketing.
5. You may decline a marketing request without affecting the service you receive.

Complaints and Dispute Resolution

1. I aim to provide a respectful, supportive and professional service. If you are unhappy with any aspect of the service, I encourage you to contact me directly so that we can try to resolve the issue.
2. Please contact me in writing, explaining the concern, relevant dates, what happened and what outcome you would like.
3. I will acknowledge your complaint within five working days and aim to provide a substantive response within 15 working days. If more time is needed, I will let you know and explain when you can expect a further response.
4. Complaints will be handled discreetly and fairly.
5. Where appropriate, I will work with you to find a reasonable resolution.
6. A refund is not automatic simply because you are dissatisfied with an outcome. However, any refund or other remedy will be considered fairly in light of the circumstances, the service provided and your statutory rights.

Changes to These Terms

1. These Terms and Conditions may be updated from time to time.
2. The version provided to you before you commit to your package will apply to your agreement, unless a change is agreed with you or a change is required by law.
3. I will make the current version available on request.



Governing Law

These Terms and Conditions are governed by the laws of England and Wales. This does not remove any mandatory consumer protections or rights that apply to you.

Contact Information

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

Mel – The Midnight Mouse

Email: melissa@themidnightmouse.co.uk

Telephone: 07765457751

I am fully insured through Westminster Insurance Ltd.