

milk&moon Client Agreement for Sleep Consulting

Dear Customer,

Thank you for choosing milk&moon Sleep Consulting. Please read these terms and conditions carefully.

By taking part in any programme by milk&moon Sleep Consulting you are deemed to accept these terms and conditions. These terms and conditions form a legally binding agreement between you ('the Client') and milk&moon Sleep Consulting ('the Coach').

1. Definitions

In this Agreement, the following words shall have the following meanings:

"Coach" means milk&moon Sleep Consulting.

"Confidential Information" means all of your personal information, details and data of any kind including information of which the Coach shall have gained knowledge in the course of or in connection with the performance of this agreement.

"Fees" means the fees charged under Clause 4.

"Services" means the provision by the Coach to you of coaching advice as agreed verbally and more particularly described in the Appendix at the end of these terms and/or such other services as may be agreed from time to time by the parties.

"Term" means the period in which this agreement continues in force as specified in Clause 3 (term)

"Client" refers to you, the recipient of the advice for the sleep consulting.

2. Appointment of Coach

You hereby engage the Coach to supply the Services during the Term and the Coach hereby accepts such engagement upon these terms and conditions. Your entitlement to take part in any coaching sessions, consultations or workshops will only arise when the Coach has received full payment of all sums due in respect of the coaching and/or unless other payment arrangements have been agreed in writing with you.

3. Term

Your coaching will start on the date stated on the email confirmation and shall continue for the period agreed on the email confirmation and any agreed extension of such period.

Rearrangement of the Services once agreed will be at the discretion of the Coach and subject to the Coach's availability. Either party may terminate this agreement with 7 days' written notice but not once the Client has received services.

4. Fees

You agree to pay the Coach the Fees set out before the coaching starts. Any fees paid will be non-refundable should your circumstances change. By agreeing to begin services before the end of the 14-day cooling-off period, you waive your right to cancel under the Consumer Contracts Regulations.

5. Coach's obligations

The Coach will provide the Services in accordance with the Coaching Rules and Guidelines attached. The Coach agrees to follow and promote evidence-based safer sleep guidance in accordance with nationally recognised standards, including those set out by The Lullaby Trust and the NHS.

6. Your obligations

You agree to abide by the Coaching Rules and Guidelines attached.

7. Confidentiality and data protection

All personal and health information shared will be kept confidential in accordance with GDPR and applicable privacy laws. Data will not be shared with third parties without consent.

8. Intellectual property

8.1. The copyright in any course materials or systems which are used or provided by the Coach in connection with the Services shall remain vested in the Coach or the license owner. You may use such documents or systems only for purposes directly related to the Services and shall not make copies of such documents, nor use the same for any purpose not directly related to the Services without the prior written approval of the Coach.

9. Liability

9.1. The Coach shall exercise reasonable skill, care and diligence in the discharge of its obligations under this agreement, but its liability for omissions and errors in the Services arising from the default of the Coach shall be limited to a maximum aggregate liability equal to the Booking Fee payable by you.

9.2. The advice you receive from the Coach is for informational purposes only and is intended for use with common early childhood sleep issues that are wholly unrelated to medical conditions. The Coach's advice is not intended to be a substitute for medical advice or treatment. Always seek the advice of your doctor or other qualified health practitioner regarding any matters that may require medical attention or diagnosis, and before following the advice and using the techniques described in your sleep plan.

9.3. Whilst the Coach will endeavour to help you get to your sleep goals, they cannot guarantee that techniques will work for all children. The level of success for your child is significantly enhanced by following the recommendations and advice from the Coach. Not following the plan, or only selecting parts of it, will reduce the likelihood that your child will successfully sleep. Similarly, in a family environment, it is crucial that all family members involved with the plan follow the plan (including parents, grandparents, nannies etc). The Coach makes no warranties or representations regarding specific outcomes or timelines. Sleep improvement depends on individual circumstances and cannot be guaranteed. No refunds will be issued based on a lack of improvement.

9.4 The consultant shall not be liable for any indirect, incidental or consequential damages arising from the use of the sleep plan. The client assumes all responsibility for implementing any advice given.

9.5 While the Coach provides guidance in line with nationally recognised safer sleep practices, no method or service can eliminate the risk of Sudden Infant Death Syndrome (SIDS). The Coach is not responsible for outcomes beyond their control, and the Client acknowledges that adherence to safer sleep advice does not guarantee the prevention of SIDS or other health conditions.

9.6 The Client retains full responsibility for the health, safety, and welfare of their child at all times. The Consultant's role is limited to providing information and support. All decisions regarding the child's sleep and care remain solely with the Client.

9.7 The Client agrees to indemnify and hold harmless the Coach from any claims, losses, or damages arising out of the use or misuse of the Services, except where caused by gross negligence or willful misconduct.

10. Consultations and handouts or workshop materials

Any handouts or workshop materials that the Coach sends to you following dispatch of the order confirmation will be at your risk from the time of delivery. Ownership of any course materials will only pass to you when the Coach receives full payment of all sums due in respect of the service/s purchased.

11. Termination and cancellation of sessions

11.1. The Coach may terminate this agreement immediately by notice in writing to you if you repeatedly fail to follow the Coaching Rules and Guidelines or fail to pay. In which case the Coach shall be entitled to receive the Fees to the end of the effective date on which termination occurs.

11.2. In all other cases, cancellation and rearrangement of sessions is in accordance with the Coaching Rules and Guidelines attached.

Appendix - Coaching Rules and Guidelines

Nature of Coaching

You understand that:

- Coaching is neither counselling nor psychotherapy. Separate services are available for this.
- You are responsible for creating your own results; The Services provided are educational and supportive in nature and are not a guarantee of success. The Client understands that behavioural change takes time and consistency and that results may vary.
- Coaching results are not guaranteed
- Coaching does not offer or replace medical advice
- If you have specific concerns about yours or your child's health, you should always seek advice from a suitably qualified healthcare professional.
- Where information on a specific option is supplied this does not constitute a recommendation.
- Your feedback or success stories may be used anonymously in marketing unless you request otherwise in writing.
- The Client agrees to engage with the plan as advised, communicate regularly with the Coach, and understand that success is collaborative and dependent on consistent implementation.

Coaching Options

A. One to one coaching:

1. Telephone appointments: You will be called by the Coach at the specified time.
 2. Face to Face appointments: You and the Coach will meet at the pre-determined venue at the scheduled time.
 3. Online appointments (Zoom/Google Meet/FaceTime/WhatsApp): You will be connected by the Coach at the specified time
 4. Email: You will receive coaching support via email if and as set out in the order confirmation.
 5. Instant Messenger: you will receive coaching support via What'sApp messenger if and as set out in the order confirmation between the hours of 8am-8pm. Messages will be responded to within 6 hours (morning and evening check-in).
 6. Feedback surrounding progress may be used anonymously for marketing purposes.
- Please note: Being late for the start of an appointment will not change the end time.

Cancellation and rescheduling:

You must give a minimum of 24 hours' notice to reschedule or cancel an appointment otherwise the full session fee is payable. Rescheduling of appointments will be subject to the Coach's availability and not guaranteed. In exceptional circumstances, the Coach may need to rearrange a coaching session. In those instances you will be given 24 hours' notice where practical. Should your circumstances change you may reschedule your sessions/programme subject to prior agreement from the Coach and subject to the Coach's availability. Any fees paid will not be refunded.

Coaching sessions/programmes paid for must be taken within 1 month of the date of booking (subject to the Coach's availability) after which the fee is forfeited.