



Mummy MOT™ Practitioner Hub Terms and Conditions

Congratulations on completing your Mummy MOT™ Practitioner Training. We are delighted you share our values and want to help mums receive a comprehensive postnatal check that integrates MSK and pelvic health.

We are also pleased you have decided to become a member of the Mummy MOT™ Practitioner Hub ('hub') and very happy to welcome you as a valued member and licensee. The purpose of this agreement is to clearly set out the arrangement between us so we both understand our respective responsibilities and can fully enjoy our respective rights. In particular, it will help you understand all the resources available and how best to utilise them whilst protecting our brand and the goodwill we have created.

If there are any elements of this agreement you do not understand or, do not reflect your understanding of our arrangement, please let us know. This agreement is designed to protect both of us and to take care of the business side of things so that we can get on with the good stuff!

Please read the following important terms and conditions before you commit to using them.

These terms and conditions set out our respective legal rights and responsibilities.

In these terms and conditions:

- 'We', 'us' or 'our' means Mummy MOT Limited, a limited company with company number 12568936 and with its registered office at 18 Riverview, London W4 3QJ; and
- 'You' or 'your' means the person or organisation wishing to join the hub.

If you would like to speak to use about any aspect of this membership contract, please contact us by email at help@mummymot.com

BACKGROUND

Membership of the hub is designed for practitioners who have successfully completed the Mummy MOT™ Practitioner Training and who wish to provide the Mummy MOT™ postnatal check as a service in their own clinic, using the Mummy MOT™ brand.

We have developed the Mummy MOT™ postnatal check and the Mummy MOT™ practitioner training courses and resources and we own the related Trademarks and Intellectual Property Rights and other rights. Membership includes provision of an annual licence on the terms of this agreement and a variety of benefits to the member as set out in clause 5.

Because we only offer membership to practitioners in the course of their business, consumer protection legislation does not apply to these terms and conditions.

1. Definitions

1.1 In this agreement;

Confidential Information means any information one party supplies to the other which it reasonably expects to be kept confidential including but not limited to client lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

Intellectual Property means copyright, patents, know-how, trade secrets, the Trade Marks and other trade marks, trade names, design rights, rights in get-up, database rights, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which we are or may be entitled; and
- (f) wherever existing.

Licensed IPR means the Intellectual Property Rights in the Mummy MOT postnatal check and all materials we provide which you require in order to carry out postnatal checks using the Mummy MOT name and which are licensed to you under the terms of this agreement, including the trade marks and the copyright in the Materials.

Materials means the materials we share with you to assist in your carrying out of the Mummy MOT postnatal check, including those set out in Schedule 2 and includes all updates, changes and additions to those materials that are made available by us from time to time.

Named Individual means the person named in the Details Sheet of the Mummy MOT Practitioner Training Agreement

Trade marks means any Mummy MOT trade marks from time to time whether registered or unregistered, including those set out in Schedule 1.

2 Introduction

- (a) If you sign up as a member of the hub you agree to be legally bound by these membership terms and conditions.
- (b) As a member of the hub, you also agree to be legally bound by:
 - 2.b.1 our website terms of use and privacy policy; and
 - 2.b.2 extra terms which may add to, or replace, some of these terms and conditions, for example any specific written contract between us or additional information set out by us in service descriptions or email correspondence from time to time;All these documents form part of this agreement as though set out in full here.

3 Signing up for the hub

- (a) Below, we set out how a legally binding contract to join the hub is made between you and us:
- (b) You sign up to the hub either on the site by clicking on the relevant payment link or we shall send you the link by email. Signing up to join the hub and making payment does not, however, mean that your request to join has been accepted.

- 2.b.1 We may contact you to say we do not accept your request to join the hub, for example if we think you or the Named Individual do not meet the prerequisites for membership. We shall only accept your request when we confirm this to you by sending you a confirmation email. At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) we shall start to provide the hub services as set out in these terms and conditions and the description on our website via the link: [Memberships - The Mummy MOT](#)
- (c) **No Sharing of login details.** You may not share your login details with any other person or entity. Excessive viewings or logins by any member may be treated as fraudulent use of the hub, in which case it will result in the immediate cancellation of your membership without refund. When you become a member you agree to take all actions possible to protect your login details from fraudulent use. We reserve the right to cancel any membership we believe has been compromised, or is being used fraudulently, at our sole discretion.
- (d) The availability of the hub and hub benefits might be affected by events beyond our reasonable control. If so, there might be a delay before we can make these available again. We shall make reasonable efforts to limit the effect of any of those events. Examples of events which might be beyond our reasonable control include illness, pandemics, epidemics, IT issues and problems with hosting providers, any law or action taken by a government or public authority.

4 Licence

- (a) Under the terms of this membership agreement, we grant to you the non-exclusive right :
- (a) For the Named Individual to provide the Mummy MOT postnatal check as a service at your clinic;
 - (b) For the Named Individual to practice under the Mummy MOT Trademarks;
 - (c) For you to advertise, promote and market the services of the Named Individual as a Mummy MOT practitioner; and
 - (d) For you and the Named Individual to use the Licensed IPR in accordance with this agreement.
- (b) The licence term will commence on the start date of your membership of the hub and will terminate upon expiry of your membership.
- (c) The licence will carry over into a subsequent period of hub membership subject to your membership being renewed a minimum of 7 days prior to the expiry date.
- (d) The licence is granted in respect of the Named Individual.
- (e) Membership and the licence do not cover any practitioners other than the Named Individual.

5 Membership benefits

- 5.1 Under the membership, you and/or the Named Individual as appropriate will receive the following additional benefits;
- (a) A listing on the Mummy MOT Practitioner Directory
 - (b) Access to the closed community discussion forum
 - (c) Mummy MOT brand marketing benefits including links to advertorial, editorial coverage and promotional materials
 - (d) Access to training videos for CPD purposes
 - (e) Access to blogs for use in practitioners marketing and own website
 - (f) Access to vlogs and training materials from industry experts and leaders
 - (g) A 10% discount on all Mummy MOT CPD related courses
 - (h) Opportunity to run your own course hosted by Mummy MOT.
 - (i) Opportunity to become an assistant on the Mummy MOT training course

- (j) Free monthly masterclasses for CPD.

5.2 We reserve the right to withdraw or add a benefit at any time during your membership.

6 Your obligations

- 6.1 During the term of your membership and licence, you agree to, and undertake to ensure the Named Individual complies with, the following obligations:
- (a) to maintain a valid HCPC licence;
 - (b) to maintain a valid CSP licence;
 - (c) meet the standards required of a practitioner carrying out postnatal services under the Mummy MOT brand set out in the Practitioner Guide as updated from time to time;
 - (d) to comply with all laws and regulations applicable to your business;
 - (e) not to conduct your business in a way or allow anything to be done which does or may bring the Mummy MOT brand or Licensed IPR into disrepute or have a negative effect on them in any way;
 - (f) not to modify the Materials in any way without our prior written agreement;
 - (g) not to make any misleading promises or guarantees in respect of the Mummy MOT postnatal check;
 - (h) not to represent yourself as our partner or as having the ability to bind us contractually in any way;
 - (i) to comply with the Mummy MOT Practitioner Guide [\[insert link\]](#);
 - (j) to follow any guidelines in relation to carrying out the Mummy MOT postnatal check as set out in Schedule 3 attached, and that we may provide to you from time to time; and
 - (k) to obtain insurance with a reputable insurance company against all normal risks for your business, details of which to be provided to us upon request.
 - (l) to be fully responsible for all activities that occur under your account and to notify us immediately of any unauthorized use of your password or account or any other breach of security.

7 Charges and payment

- (a) All prices quoted by us are exclusive of VAT, unless stated otherwise
- (b) We offer monthly and annual membership subscription options;
 - a) annual membership subscription of £140
 - b) monthly membership subscription of £12.99
- (c) Monthly membership subscriptions will continue on a recurring basis unless and until you cancel your subscription or the membership is otherwise suspended or discontinued according to the terms of this agreement.
- (d) Annual members will be emailed prior to the expiry of their membership term with a link to renew their membership.
- (e) Benefits of the membership including the licence, as set out in clauses 4 and 5, will be suspended until any outstanding payments have been received.
- (f) Our cancellation policy is as follows:
 - 7.f.1 where you wish to cancel your monthly membership, we require one months' notice, given by email to help@mummymot.com, otherwise your payment will automatically renew as set out in clause 7 (c).
- (g) Payment is via the payment button on this website or as agreed between us.

8 Intellectual property

- (a) The Intellectual Property in the Materials belongs to us and you can only use the Materials in accordance with the terms of this agreement. If we provide you with any other materials, unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- (b) You acknowledge that all rights in the Licensed IPR belong to us and that you may only use the Licensed IPR as specified in this agreement.
- (c) You cannot use or monetise our training methods, processes or systems. To do so would be a material breach of your legal obligations to us under the terms of this agreement, and subject to immediate termination under clause 11.b.1

- (d) You will:
- 8.d.1 not take or authorise any action whereby the Trade marks (or our goodwill or reputation in them) or other Licensed IPR might be jeopardised or invalidated;
 - 8.d.2 at our request and expense, assist us in applying to protect or maintaining the validity and enforceability of the Trade marks and other Licensed IPR;
 - 8.d.3 provide the Mummy MOT check solely under Trade marks and no other name or mark;
 - 8.d.4 use the Licensed IPR only in relation to the Mummy MOT postnatal check and in accordance with our instructions from time to time;
 - 8.d.5 not modify the Materials in any way without our written permission;
 - 8.d.6 comply with our requirements from time to time in relation to the use and presentation of the Trade marks, the Materials and our branding, to include but is not limited to website, social media channels and all promotional materials and ensure you comply at all times with our Brand Guide [insert link](#);
 - 8.d.7 not without our prior written agreement: (i) register or apply to register; or (ii) use, any trade mark, company, business or domain name which contains, or is the same as or similar to, the Trade marks;
 - 8.d.8 on discovering any actual or threatened infringement of the Trade marks, notify us in writing as soon as possible.

9 How we may use your personal information

- (a) We shall use the personal information you give to us to:
- 9.a.1 provide our services;
 - 9.a.2 process your payment for the services; and
 - 9.a.3 inform you about any similar products and services that we provide (though you may stop receiving this information at any time by contacting us).
- (b) We shall not give your personal information to any third party unless you agree to it.
- (c) See our privacy policy here [insert link](#) for full details of how we use your personal information.

10 Confidential information

- (a) All information shared by you on a one to one basis with us will be kept strictly confidential, except when releasing such information is required by law and/or where we consider it necessary to do so because of concerns of risk to yourself or other, or to assist the prevention or detection of a crime. Where you participate in any group sessions within the membership, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.
- (b) The obligations in clauses 10 (a) will not apply to information which:
- 9.c.2 has ceased to be confidential through no fault of either party;
 - 9.c.3 was already in the possession of the recipient before being disclosed by the other party; or
 - 9.c.4 has been lawfully received from a third party who did not acquire it in confidence.
- (c) Your and our confidentiality obligations under this clause will continue after termination of this agreement.
- (d) You will not use any Confidential Information for profit or for your own benefit in any way other than for the purposes of fulfilling the terms of this agreement.

10 Resolving problems

- (a) In the unlikely event that there is a problem with the services, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

- (b) Nothing in this contract affects your statutory rights.

11 End of the contract

- (a) Membership may be cancelled by giving one month's notice prior to the renewal date by email to help@mummymot.com in order to avoid additional membership charges.
 - (b) Either you or we may terminate the membership services and this agreement immediately if:
 - 11.b.1 the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this agreement will be terminated if the breach is not resolved; or
 - 11.b.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.
- For the purposes of this clause, any breach by you of clauses 4, 6, 7 and 8 constitutes a material breach of this agreement which is not capable of being resolved.
- (c) If we decide in our absolute discretion that we are not a good fit for each other, we may terminate this contract immediately on notice, in which case we shall give you a partial refund for any elements of the hub which you have paid for in advance and which you have not received.
 - (d) If this agreement is ended it will not affect our right to receive any money which you owe to us under this agreement and it will not operate to affect any provisions that expressly or by implication survive termination.

12 Limit on our responsibility to you

- (a) Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
 - 12.a.1 losses that:
 - (a) were not foreseeable to you and us when this agreement was formed;
 - (b) that were not caused by any breach of this agreement on our part;
 - 12.a.2 loss of business, loss of profits, loss of management time and loss of business opportunity.
- (b) Our total liability to you is limited to the amount of fees, if any, paid by you for the services.

13 Resolving problems and complaints

- (a) In the unlikely event that there is a problem with the hub, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.
- (b) If you and we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.
- (c) The laws of England and Wales will apply to this agreement.
- (d) In the event of a dispute between us, you and we agree not to engage in any conduct or communications, including on social media, designed to disparage our or your products and services.

14 Indemnities

- 14.1 You will indemnify us against all loss, damage or liability suffered by us as a result of your breach of this agreement.

15 Entire agreement

- 15.1 These terms constitute the entire agreement between us in relation to your subscription to the hub. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third party rights

16.1 No one other than a party to this agreement has any right to enforce any term of this contract.

Schedule 1
Trade marks

Mummy MOT



**Schedule 2
Materials**

[Insert links]

Schedule 3
Carrying out the Mummy MOT postnatal check

Under the terms of the Hub, as a licensed practitioner you are required to:

1. Perform the Mummy MOT with all due care, skill and ability and in accordance with the Mummy MOT Practitioner Training, including carrying out:
 - a) Pre-screening questionnaire
 - b) 60mins assessment starts with subjective followed by
 - i. Full postural screen
 - ii. Functional movement screen
 - iii. Pelvic floor muscle assessment
 - iv. Abdominal muscle examination
 - v. Screening for ongoing bladder, bowel or sexual dysfunction
 - vi. Following the initial assessment, providing a report of findings and a recovery plan.
2. Always work within the parameters of your clinical scope of practice and experience.
3. Refer patients with matters beyond your experience or ability
4. Attend Mummy MOT Training Courses or any other accredited courses to ensure you are;
 - a) competent and confident in carrying out all aspects of the Mummy MOT postnatal check and aftercare; and
 - b) up to date on the latest research, practices, and treatments - *extra training and CPD courses can be found at <https://www.themummymot.com/bookings/> and <https://courses.meps.org.uk>*