



**Association of  
Tongue-tie Practitioners<sup>®</sup>**

**Educate · Support · Care**

## **TERMS AND CONDITIONS OF MEMBERSHIP**

These terms and conditions form the basis of the contract through which the Association of Tongue-tie Practitioners (“ATP”, “we” or “us”) will deliver membership services (the “Services”) to you as a member of ATP (“ATP member” or “you”).

These terms and conditions are to be acknowledged in conjunction with the ATP constitution and policy appendices.

ATP is Charitable Incorporated Organisation (“CIO”) and a registered charity (1214211). The ATP’s charitable purposes are to benefit the public by promoting and protecting the physical and mental health of infants with tongue-tie and their families, in particular (but not exclusively) by:

- (a) increasing the awareness and availability of skilled and expert support in respect of infant tongue-ties and the options for resolution, including via tongue-tie division (frenulotomy);
- (b) advancing the education of the general public (and especially those persons concerned with the care of infants) in connection with infant tongue-ties, the effect of infant tongue-tie especially with regards to feeding, and the options for resolution (including via tongue-tie division); and
- (c) to promote a high standard of education and knowledge about these matters, in particular among healthcare professionals working with infants.

The trustees of ATP manage the “how” and “what” of the organisation’s operations and strategy, while members typically decide the “who” (the trustees) and the fundamental “why” (the core purpose and structure).

Please read these terms and conditions carefully before applying to become an ATP member.

In consideration of us accepting your application to become an ATP member and allowing you to access the membership area of the website, you agree to be bound by these terms and conditions.

## 1. Membership Types and Eligibility

Membership is open to any **individual** who is interested in supporting and furthering the charitable objectives of ATP. There are five classes of membership:

- (a) **Full Members** – health professionals who are Tongue-tie Practitioners, that is, someone who:
  - has successfully completed a recognised training course for the performance of infant tongue-tie division (frenulotomy) and provided evidence of this to ATP;
  - is regulated by a recognised governing body (i.e. the Nursing and Midwifery Council, the General Medical Council and/or the General Dental Council); and
  - undertakes tongue-tie division (frenulotomy) as part of their professional activities
  
- (b) **Affiliate Members** – those who do not meet the criteria for Full Membership and who:
  - are non-registered health professionals and infant feeding supporters with an interest in supporting families of infants with tongue-tie;
  - are registered health care professionals who do not perform infant tongue-tie division (frenulotomy);
  - would otherwise be eligible for admission as Full Members but who reside outside of the UK; and/or
  - have an interest in infant tongue-tie and its treatment, including members of the public
  
- (c) **Student Members** – those who do not meet the criteria for Full Membership and are full-time allied health professional students with an interest in infant tongue-tie
  
- (d) **Retired Members** – those who were previously eligible to be either a Full or Affiliate Member but are no longer working as a health professional but retain an interest in infant tongue-tie and the work of ATP
  
- (e) **Honorary Members** – those who have been admitted as either an Honorary Full Member, an Honorary Affiliate Member or an Honorary Retired Member for the remainder of their life subject to clause 7 (*Termination of membership*). They are not required to pay the annual subscription fee in respect of their membership but will be required to pay other charges such as listing fees

Only **Full Members and Full Honorary Members** are legal members of ATP for the purposes of charity law and as such are entitled to vote on decisions put to the ATP members and in these Terms & Conditions they are referred to as **Voting Members**.

## 2. Application process

Anyone interested in becoming a member of ATP should either:

- (a) contact our membership secretary via email at [membership@tongue-tie.org.uk](mailto:membership@tongue-tie.org.uk); and/or
- (b) complete the membership application form on the ATP website: <https://www.tongue-tie.org.uk/membership-application>

When an online application is made to become an ATP member you are making an offer to subscribe to ATP which, if accepted by our membership team, will result in a legally binding contract of membership.

Applicants for membership will be notified of our decision on the application within 21 days of our receipt of the completed form.

The membership team of ATP may refuse an application for membership, without the requirement to give reasons, if they believe that it is in the best interest of ATP for them to do so; and any decision to refuse an application for membership shall be final. The membership team act for ATP under the delegated authority of the charity trustees.

If accepted as an ATP member, you may not transfer any of your rights and obligations under these Terms & Conditions to another person.

## 3. Membership Benefits

Although only Full Members have voting rights on governance decisions, all ATP members have the opportunity and privilege to be involved with furthering the objectives of the charity and can join general meetings, support forums as well as become volunteers within our many working parties.

For all general meetings to be quorate, the greater of 10% of the membership or 25 members need to be present, at least 10 of which must be Voting Members.

Proxy voting is possible; please see clause 5 of ATP's constitution for more

details.

All members are supported by:

- (a) option to join our regular online support forums;
- (b) help from a dedicated Membership Advocate Support team;
- (c) CEDR mediation and resolution services;
- (d) adverse incident recording with optional debrief with one of our support team;
- (e) professional, mutual and respectful support via our closed social media groups;
- (f) access to the password-protected 'Member's Area' of the ATP website to view useful documents and tools, including an example bundle of policies and guidelines (2019) which members alter and update to their own practice settings;
- (g) receiving a discount on ATP study days and conferences and at our ATP shop for merchandise and informative leaflets; and
- (h) digital ID card.

These membership benefits may be changed from time to time at the sole discretion of the trustees. No refunds shall be issued to members where one or more membership benefits are withdrawn.

Full Members also have the option to list their services on the ATP website UK-wide directory for an additional listing fee.

As a membership charity we consider that the benefits available to members contribute to us carrying out ATP's charitable purposes for the benefit of the public.

### **Volunteer-run structure**

ATP is run entirely by volunteers. Your membership fee covers access to the benefits and resources associated with your membership, and does not constitute payment for a personalised, person-led service.

### **Reasonable expectations**

While volunteers aim to operate in a timely, professional manner, you acknowledge that occasional delays in communication or administration may occur due to the voluntary nature of ATP's operations.

#### **4. Membership obligations**

We expect all members to read and adhere to our policies (which include our Code of Conduct and listing policies) and to act responsibly and within the law.

The ATP adheres to the International Code of Marketing of Breastmilk Substitutes and requires that its members also adhere to this Code as a condition of continued membership.

All materials provided as part of the membership remain the intellectual property of ATP and must not be distributed to others without express written permission.

The ATP logo is trademarked, and members are not permitted to use this within their website or social media platforms or in any other context. There is an ATP member logo that is designed for use by current members.

Your membership password for the members-only areas of ATP's website (native pages), as well as any member-exclusive shop discount codes, must not be shared with any other person under any circumstances.

Any unauthorised sharing or misuse of access credentials or discount codes will be treated as a breach of membership terms, and ATP's Professional Conduct Policy will be applied.

#### **5. Financial Terms**

ATP requires members to pay reasonable membership fees to the charity which will be set by the ATP trustees, may be amended by the ATP trustees at any time and may vary across the different classes of membership. Membership fees are nominal and are taken annually on a subscription basis.

The non-payment of any fees which are due may lead to the termination of membership - please see clause 7(c) (*Termination of membership*) below for further details.

Any person ceasing to be a member pursuant to clause 7 (*Termination of membership*) below shall not be entitled to a refund of any membership fee which has been paid to ATP in respect of their membership.

### **Immediate access to Membership content**

By completing your application for ATP membership you request, and consent to us providing you with, immediate access to all membership content, digital materials, downloads, resources, and member-only benefits, once your membership application has been approved (i.e. during the period in which you might otherwise have the right to cancel your membership without charge).

### **Acknowledgement of loss of right to cancel**

You acknowledge that because your membership includes digital content and services delivered immediately, you lose any legal rights you might otherwise have to cancel your membership under the Consumer Contracts Regulations 2013 once access to the membership area or any digital content is provided.

### **No change-of-mind refunds**

After such access is provided, no refunds of membership fees will be issued, including where digital content has been viewed, downloaded, saved, or where membership benefits (such as discounts or exclusive resources) have been used.

### **Respect for volunteer capacity**

By becoming an ATP member, you agree to engage with ATP in a respectful manner and to recognise that reasonable delays may sometimes arise given ATP's status as an organisation managed and run by volunteers. Such delays shall not constitute grounds for any refunds or claims.

## **6. Duration and renewal of membership**

The membership period lasts 12 months and is set up to automatically renew. At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this membership contract.

## **7. Termination of membership**

Membership comes to an end if:

- (a) you die;
- (b) you send a notice of resignation to the trustees and such notice has taken effect in accordance with its terms;
- (c) any sum of money you owe to ATP is not paid in full in full within six months of its falling due;

(d) the trustees decide that it is in the best interest of ATP that you should be removed from membership and pass a resolution to that effect. The circumstances in which such a resolution may be passed include (without limitation) where the trustees consider that:

- your continued membership would be detrimental to the interests and/or charitable purposes of ATP
- your conduct fails to meet the professional standards required by the applicable regulatory body(ies)

Before the ATP trustees can take any decision to remove a person from membership pursuant to sub-clause (c) and/or (d) above they must:

- Inform the member of the reasons why it is proposed to remove them from membership;
- Give the member (or the member's representative) at least 21 clear days' notice in which to make representations to the trustees as to why they should not be removed from membership; and
- Consider any representations which the member (or the member's representative) makes as to why the member should not be removed.

## **8. Suspension of membership**

The trustees may suspend a person from membership while investigating any matter which is, or appears to be, within the scope of either sub-clause 7(c) and/or 7(d) (*Termination of membership*). If, following such investigations, the trustees conclude that there are grounds for removal, they may continue such suspension until a decision on removal from membership has been made in accordance with clause 7 (*Termination of membership*).

ATP accepts no liability or responsibility for any loss of earnings, business, or income that may occur if a listing on any directory maintained and/or published by ATP is paused or restricted while an internal investigation is being conducted; or cancelled and removed where a removal from membership is made.

Members acknowledge and agree that any such pauses, restrictions, cancellations and removals are part of the ATP's governance and professional conduct procedures, and that ATP is not responsible for financial consequences arising from these actions.

## **9. Governance and legal**

These Terms & Conditions are subject to ATP's constitution which is the charity's governing document and is registered with the Charity Commission. In the event of any inconsistency between the ATP constitution and these Terms & Conditions, the ATP constitution will take precedence.

These Terms & Conditions are governed by English law. You therefore irrevocably submit to the exclusive jurisdiction of the English courts, notwithstanding the jurisdiction where you live and/or work.

If any court or competent authority decides that any of the provisions of these Terms & Conditions are invalid, unlawful or unenforceable to any extent, that provision will, to that extent only, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

## **10. Data protection**

ATP is a "controller" under data protection legislation and is responsible for ensuring that all personal data we hold is processed lawfully, fairly, and securely. By becoming a member, you acknowledge that the ATP may collect, store, and use your personal information for membership administration, communication, and operational purposes. All personal data is handled in accordance with relevant data protection laws, and members' rights regarding access, correction, and privacy are respected.

## **11. Use of Artificial Intelligence for minute-taking**

We may use AI-assisted transcription tools to support accurate minute-taking during meetings. AI is used for audio-only purposes, does not replicate identity, and is designed to operate securely.

AI-assisted minute-taking may be used routinely for trustee meetings. For general member meetings, attendees will be informed in advance via the meeting agenda when AI-assisted minute-taking will take place. Attendance at a meeting where this notice has been given constitutes acknowledgement of this use.

All recordings and transcripts are handled securely and in accordance with applicable data protection and confidentiality requirements.

## **12. Public benefit requirement**

ATP, as a charity, must ensure that all of its programmes and activities further its charitable purposes for the public benefit. The operation of an open membership,

the provision of certain benefits to members and any participation of members in ATP matters must therefore align with ATP's charitable purpose.

### **13. Amendments**

The trustees may amend these Terms & Conditions at any time as part of their governance responsibilities, in line with Charity Commission guidance and their duties under charity law. Material changes – such as those affecting members' rights, obligations, or benefits – will be notified at a general meeting of members.

### **14. Queries, comments and complaints**

We aim to send an acknowledgement receipt to any query or complaint received within 10 working days, with a view to directly responding to the individual queries or complaint(s) within 21 working days. In the case of complaints, this second response may be an acknowledgement that further investigations are being carried out.

If you have any queries, comments or complaints please contact the ATP membership team on [membership@tongue-tie.org.uk](mailto:membership@tongue-tie.org.uk).

## Useful links

- ATP constitution and ATP Policies: <https://www.tongue-tie.org.uk/constitution>
  - Professional conduct policy
  - ATP expenses policy
  - Directory and listings policy
  - Shop policy
- ATP Privacy & Cookies notice: <https://www.tongue-tie.org.uk/privacy-and-cookies-notice>
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs 2013) — including rules on cancellation rights and exceptions: <https://www.legislation.gov.uk/ukxi/2013/3134/contents>
- Consumer Rights Act 2015 (CRA 2015) — which governs supply of digital content/services and consumer rights when content is deficient or mis-described:
  - <https://www.legislation.gov.uk/ukpga/2015/15/contents>
- UK consumer-law guidance on how waiver of the 14-day right to cancel works when digital content is supplied immediately: <https://www.which.co.uk/consumer-rights/advice/what-s-a-cooling-off-period-and-how-do-i-use-it-to-cancel-an-order-avk4B3g0YAuH>