

“We give a sh*t” Behaviour Membership - Terms & Conditions

Key Details

These terms apply to your purchase of membership with Adele Bates and the “We give a sh*t” Behaviour Membership. These terms cannot be varied and in proceeding to purchase a place on this membership will be deemed to have accepted these terms. These terms and conditions apply to the services offered by Adele Bates and the “We give a sh*t” Behaviour Membership. Please read them carefully as they affect your rights and liabilities under law and set out the terms under which Adele Bates and the “We give a sh*t” Behaviour Membership (“we”, “our” or “us”) provide services to you, as purchaser of the membership. These terms are subject to any rights you have under consumer law to which we are bound and which cannot be waived by contract.

Intellectual Property

During your time as a member you will be provided with course materials. At all times the **intellectual property rights and copyrights connected with those materials remain with us**. You have the right to use the materials as learning tools but you are not permitted to duplicate or provide copies to third parties, for any purpose whatsoever. We retain and reserve all of our copyrights. Nothing in these terms and conditions shall be deemed to transfer any ownership rights in our materials to you.

Membership Outline

The membership has been created specifically to help you support you with Behaviour issues in your schools, classroom and teaching practice.

By signing up to the “We give a sh*t” Behaviour Membership, you will receive certain benefits as part of your membership. These benefits vary depending on when you purchased the membership.

Live sessions will take place via Zoom and will be recorded and added to the members area on on Mighty Networks within 48 hours. Please refer to our calendar of events for our upcoming schedule.

The information and guidance shared will be based on Adele’s trained modalities and proven methods from working with clients.

Life happens sometimes. And when it does, Adele may not always be able to make live masterclasses. Where this is the case, the classes will either be rearranged, and we will provide as much notice of this as possible, or a guest speaker will be invited to cover the topic.

Where you cannot make a session (whether the original scheduled date or otherwise), you will not be provided with a refund.

During the live sessions, you will get the chance to ask questions.

Member Obligations

For best results you should attend/re-watch as many of the live sessions as possible and participate in the self-study work through the worksheets and audio or video material in your own time. Failure to do so may limit your ability to learn from the tips and guidance shared and thus hinder your progress with behaviour in your teaching practice. We take no responsibility for this.

If you have difficulties accessing any area of the membership – technically or otherwise, it is your responsibility to communicate that to us in writing to adele@adeledebateseducation.co.uk

Private Mighty Networks Community

You will have access to a private Mighty Networks community to support you during the course. The intention of the group is to provide community support and a network of individuals at a similar stage of “We give a sh*t” Behaviour Membership and who are facing similar challenges.

Adele may post and offer support in the Mighty Networks group, but there is no guarantee that posts will be responded to immediately. Please note that Adele’s Mighty Networks inbox is not monitored and email is always the best way to ensure your question will get answered.

Behaviour

It is requested that at all times your behaviour towards others is polite and respectful. We will not be held responsible for the behaviour or actions of any other members. Should your behaviour be deemed offensive or inappropriate, we reserve the right to remove you from the membership with immediate effect and you will not be entitled to a refund.

We are not responsible for the views or opinions shared by others. We ask that all members in the course respect the rights of others in respect of their behaviour and privacy. We will not be responsible for the action of any members including for any disclosures made by any members based on information which has been shared within the membership.

By using the membership community, you agree to us handling this information, and confirm that data you provide is accurate.

You are prohibited from posting or transmitting any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, homophobia, bi-phobia or transphobia, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in the UK or any other country in the world; or

(d) which is harmful in a technical sense (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse our platform (including, without limitation, by hacking it).

We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of this section.

If you do anything which is a criminal offence under the Computer Misuse Act 1990, your right to use the website will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

Contact and Schedule

It is the intention that the course will run continuously and that any training material, and live sessions will be provided as set out above. Should an unforeseen reason arise which causes a session(s) to be postponed, they will be rearranged as soon as possible.

Throughout the membership, Adele will be available by email on adele@adelebateseducation.co.uk from Mon-Fri between 9-5pm GMT and will use best endeavours to respond within 48 hours. If you have a technical query relating to accessing the membership, please include “Tech” in the subject line of your email correspondence.

You may see us post on social media outside of our core hours of Mon-Fri 9-5pm GMT. Not all of these posts are live and some will be pre-scheduled. We are passionate about supporting everyone in the membership and where we can we may respond to you out of hours, but we make no guarantees that this will always be possible.

We have the right to pause the group at any time. Resource materials will still be available to you.

Disclaimers

The aim of the membership is to provide you with the tools to better understand your pupils’ behaviour, provide strategies, tools and support to improve it for both your own wellbeing and the learning progress of your students, and also to be a part of a network of other supportive educators.

We make no guarantees or claims as to the success of any member. Each individual is unique, as is the commitment they make to themselves to apply the lessons into their teaching practice. The aim is that by working through the trainings and resources and taking advantage of all of the elements which the membership has to offer, you will have new information, awareness and tools to create or maintain positive learning focus in your teaching practice. We are not responsible for any outcomes you do or do not achieve through your participation in the membership.

All information provided will be general information and guidance and will not be bespoke advice. We are not responsible for any action or inaction which you take as a result of the information within the course.

No content in this course should be construed as medical advice, whether mental or physical. If you believe that you require medical attention you should seek assistance from a medical professional immediately. We are not providing psychological help or advice. If we believe you require this, we will refer you to someone who can help. We do not hold ourselves out as psychologists or therapists.

Payment Terms

The cost of the membership is set at the time you subscribe. On subscription, if you choose to pay each month, you will agree to monthly payments via STRIPE which will be taken on the same day each month.

The membership can be contracted and paid for annually in advance, or contracted in three-month blocks (payable monthly). Your subscription will auto-renew every year, and payment for the year will be taken at that time.

If you purchase a three month block, your subscription lasts for three months, and you are required to pay for each of those three months. Every three months your subscription automatically renews, and you will be signed up for another three months.

Late Payments

We will contact you if there are any delays in us receiving your payments. On receiving a reminder, you will have 7 days to make the payment. If it is not received within this time frame, we will restrict your access to the membership until payment is resumed. You will not be compensated for any missed time.

Refunds and Cancellation

It is our aim that you will be completely happy with the course and find educational content and form friendships. However, you can cancel your membership at any time by giving us 30 days' notice before your next payment, such cancellation will take effect from the end of your 12 month subscription or 3-month fixed term subscription.

Cancellation requests should be made in writing to adele@adelebrateseducation.co.uk . At least 30 days prior to your next payment. Please note that there are no refunds. All sales are final.

This is the case despite consumer protections. This is because you have access to the membership resources upon making payment.

Termination of membership

If a member does not adhere to the terms laid out here, we have the right to terminate the membership at any time without notice or refund.

Privacy and Confidentiality

Your privacy and protection of your personal data is important to us.

During the course of the membership, you may have access to confidential information, in particular the personal affairs of others on the course. In accepting these terms, you agree that you will not use or disclose to any person, organisation or company, and shall use your best endeavours to prevent the publication of any confidential information relating to any other member.

You accept that any unauthorised disclosure of personal or confidential information belonging to another may amount to immediate dismissal from the membership. Should you decide to leave the course then you remain bound by the confidentiality and privacy obligations.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

Live sessions will be recorded by Zoom and made available for the membership both for the current membership and future members. Your attendance at such sessions is taken as agreement in this recording and sharing. It is your responsibility to anonymise yourself during this sessions if you require.

Our Liability

We do not warrant that you will have access to all membership material at all times, that your access will be uninterrupted or that it will be error free.

Our liability under these terms is limited to the value you have paid for the membership since the start of your subscription until the date of your claim.

We are not liable for indirect, consequential or special loss arising under or in relation to these terms and conditions.

Nothing in these terms and conditions shall exclude or limit our liability at law for death or personal injury caused by negligence.

Where an event occurs that is outside our control, we will do our best to manage this. However, it may prevent us from providing certain parts of the membership to you, and we will not be liable for this failure.

General

We intend to rely on the written terms set out in these terms and conditions for the services that we provide to you in delivery of the membership. These written terms constitute the entire agreement between us.

Should there be any conflict between these terms and any membership hosting platform or payment gateway, these terms shall prevail.

We may update these terms and conditions from time to time. Where we do so, the updated terms will apply to you. Please check back regularly to ensure you are aware of the most current terms that apply to the membership.

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of these terms and conditions.

These terms, and any non-contractual obligations arising hereunder, are governed by the laws of England & Wales. The Courts of England & Wales have exclusive jurisdiction over any matter and proceedings arising out of the membership or these terms.

APPENDIX - FORMS OF MEMBERSHIP

Founding members

You are a founding member if you joined the membership from 25th Oct 2021. Founding members pay £27 per month, with a minimum commitment of 3 months and may cancel at any time, or £297 for an annual membership.

Founding members are entitled to the following as part of their membership:

- Monthly online workshop 1hr-1hr15mins
- Monthly behaviour challenge – in the form of a worksheet/audio/video
- Bi-monthly online Guest Speaker sessions 1hr-1hr15mins
- Weekly Behaviour Boost emails
- Community on Mighty Networks

VIP Founding members

You are a founding VIP member if you joined the membership from 25th Oct 2021. Founding VIP members pay £47 per month, with a minimum commitment of 3 months and may cancel at any time, or £517 for an annual membership.

Founding VIP members are entitled to the following as part of their membership:

- Quarterly Q+A VIP Group Coaching calls with Adele 1 hr- 1hr 15mins
 - Monthly online workshop 1hr-1hr15mins
 - Monthly behaviour challenge – in the form of a worksheet/audio/video
 - Bi-monthly online Guest Speaker sessions 1hr-1hr15mins
 - Weekly Behaviour Boost emails
 - Community on Mighty Networks
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