

Child Behaviour Direct

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Terms & Conditions

Before using this website or any products please read these terms of use carefully. In using this website or any products or services you are deemed to have read these terms and conditions and agree to the following:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and any of our products and accepting the Company's terms and conditions. "Child Behaviour Direct, CBD", "Ourselves", "Company", "We" and "I", child Behaviour Direct LTD. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to you the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of CBD stated services/products, in accordance with and subject to, prevailing English Law.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are you taken as interchangeable and therefore as referring to same. Note that special terms and conditions also apply to some services that is offered, such as particular offers or activities.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, unless under child protection issues where we are required by law to do so. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, Client's will be issued with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by CBD will only be in connection with the provision of agreed services and products.

Privacy Statement

CBD is committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. The systems and data collection are consistently reviewed to ensure the best possible service to our customers.

Disclaimers

The content on or otherwise related in any way to this website and any of our products, memberships, email support or any third-party sites or services linked to and from our website and any of our products is provided “as is” and without warranties of any kind.

To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied.

Any content with errors or defects will be corrected, or that any site or the servers that make content available we will endeavour to make free of viruses or other harmful components.

Moreover, you assume the entire cost of all necessary servicing, repair or correction. We do not warrant or make any representations regarding the use or the results of any content. You hereby irrevocably waive any claim against us with respect to content and any content you provide to third party sites (Including credit card and other personal information).

Furthermore, the Content is not intended to be a substitute for the services of trained professionals in any field, including, but not limited to, medical matters.

Always seek the advice of your physician with any questions you may have regarding your physical or mental health and wellness. If you think you may have an emergency situation, contact your doctor or local authority immediately.

Reliance on any information appearing on this site is strictly at your own risk.

Site content is intended for educational purposes only. Such content is not intended to, and does not, constitute legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical or health condition and wellbeing.

You should not act or refrain from acting on the basis of any content included in, or accessible through, this website and any of our products without seeking the appropriate medical or other professional advice on the particular facts and circumstances at issue from a doctor or other trained healthcare professional licensed in your country or other appropriate licensing jurisdiction.

Limitation of Liability

Under no circumstances, including negligence, shall we, our affiliates nor any of the officers, directors, owners, employees, agents, representatives and assigns of each will be liable to you or any other person or entity for any direct, indirect, incidental, special or consequential damages including lost profits, personal injury (including death) and property damage of any nature whatsoever, that results from a) the use or inability to use any of our site content or

b) the conduct or actions, whether online or offline, of any user of our website and any of our products, memberships, email support or any other person or entity, even if we have been advised of the possibility of such damages.

CBD Ltd. Will not be held liable for any delay or failure in resulting directly or indirectly from an act of force majeure or causes beyond our or their reasonable control. **We may terminate your further access to our website or delete content or features in any way, at any time and for any reason or no reason.**

These limitations, exclusions and disclaimers apply to the maximum extent permitted by applicable law.

Expected Results from our Products

The intention with all services provided is that they are fully implemented, and we do the best that we can to make sure that this is easy to do.

The more that you implement the strategies in the programmes or information the better results you will receive.

Even when consumers implement the programme or products fully there may be other services needed to access by the client to gain maximum benefits.

Testimonials found on the website and/or any of our social media channels or emails are genuine and may apply to the average person and are not intended to represent or guarantee that anyone will achieve the same or similar results.

Amendment

At any time, we may amend these terms of use (including by modification, deletion and/or addition of any portion thereof).

Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

Any links to other party's websites which are linked to from this website are not monitored. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. Users are encouraged to be aware when they leave this site & to read the privacy statements of other sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website, manual and tip sheets. Those found to be duplicating information without prior consent from CBD will have their memberships revoked.

Communication

You may communicate with CBD via Ruth Edensor @ 22 St Mary's Road, Little Haywood, Stafford. ST180NJ or ruth@childbehaviourdirect.com

Unforeseeable consequences

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of England and Wales govern these terms and conditions. By accessing this website and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Membership Products

Access to any membership area on the website may be terminated at any point when the terms and conditions are not implemented. Monthly memberships fees will be collected unless you cancel your membership before your monthly renewal date, you authorise us to charge your next month's membership fee to your Payment Method (see "Cancellation" below).

To use the Child Behaviour Direct Coach OR CBD Trainers membership area you must have Internet access and only those who have been trained and given express permission to use the membership area are allowed access.

Payment for membership access where applicable means that you must provide us with a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). You can find specific details regarding your membership by contacting Ruth Edensor at CBD.

Free Trials

The free trial period of your membership lasts for seven days, or as otherwise specified during sign-up and is intended to allow new members and certain former members to try the service. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible.

We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period

Billing

Billing Cycle. The membership fee for our service will be billed on a monthly or weekly basis (depending upon which membership you signed up to) to your Payment Method on the week day corresponding to the commencement of your paid membership. In some cases, the timing of your billing may change, for example if your Payment Method has not successfully settled.

Payment Methods. You can change your Payment Method via the Update button inside the Subscriptions tab of your Account page. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method.

You authorise us to continue billing the Payment Method, as it may be updated, and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Cancellation. You can cancel your membership at any time, and you will continue to have access to the service through the end of your billing period. We do not provide refunds or credits for any partially-used membership periods or unused programmes.

To cancel, go to the "Account" section of the members area or email: ruth@childbehaviourdirect.com. We will process your cancellation effective of the email date.

If you cancel your membership, your account will automatically close at the end of your current billing period.

Changes to the Price and Service Plans. We may change our service plans and the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following email notice to you.

CBD Service

We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

Notification of Changes

CBD reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms.

If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.