

The Family Enrichment Hub Creator Agreement

Welcome to our Creator Agreement!

I have a beautiful vision of what we'll all create together and how families will be enriched, inspired, and supported.

We at The Family Enrichment Hub offer the opportunity to share your courses, workshops, resources, and coaching via our family-focused learning platform. We offer guidance and support through the creation process so that you can feel confident in how you share your knowledge and wisdom. As a central hub of excellent resources for children, parents, and families, you access a new universe of people who you can find your work easily, allowing you to have further impact.

Promotion

We will promote the hub as a whole and individual courses through a range of avenues including social media, podcasts, networking, email marketing, and affiliates. We ask that as a creator you also promote your courses, the hub in general, and other courses through your marketing avenues. With every creator promoting the hub we all open our audience up and everyone benefits.

Sharing

You can share your material through video, audios, and pdfs. If there are other media you would like to use please ask and we will facilitate them where we can. You retain any intellectual property rights that you hold for your content. Any content filmed / captured by The Hub (or those working on behalf of The Hub) will be the intellectual property of The Hub. We will create your profile from a photograph and biography that you send us. We will upload your content and create each course, tagging it with relevant categories to allow it to be found and linking it to other courses where appropriate.

Payments

We will collect payments from the customers and pay out your share the calendar month following the customer's 14 day cooling off period.

Commission

The commission split is 50/50 after the card payment fees and any affiliate fees. For one-to-one sessions (such as coaching or tutoring) purchased via or originating from the Hub the creator receives 80% and the Hub receives 20% after any card and affiliate fees. We encourage you to become an affiliate and earn 5% on the purchase of any courses from other creators that you recommend.

Fee

The Creator membership fee is based on the number of courses we are selling for you:

1 – 3 courses £5 per month (£50 annually)

4 – 6 courses £8 per month (£80 annually)

7 or more courses £10 per month (£100 annually)

This is to be paid via standing order with the first payment at the start of working together and then on the 1st of each month if paying monthly.

Points

Customers will earn points when purchasing courses, workshops, and other products and services. They can then spend their points on future purchases. They can use points to reduce the cost of a product or, if they have sufficient points, to obtain the product at no monetary cost. The commission split paid is based on the monetary amount received, e.g. if someone buys a £50 product and uses 10 points to reduce the price to £40 then we will base the split on the £40. If the customer uses only points to purchase a product, then there will be no revenue received by us or paid to you. We believe that offering points will create a loyalty to the Hub's courses, and that when customers have points to spend, they will seek out courses they may not have tried without the incentive of points to spend. This in turn will benefit course creators and our customers.

Scholarships

We want to enrich the lives of as many families as possible, so it feels in alignment to offer some scholarships to families who are suffering financial hardship. Those awarded scholarships will either be given access to specific courses or given credit towards pre-created content plus any of your live content that you wish to be available. For resources accessed via scholarships there will be no revenue received by us or paid to you.

Interviews/Blog posts

We may invite you from time to time to be interviewed for a radio show, podcast, or YouTube, or to offer a blog post for the website. We believe this will have benefits for raising awareness of your work and we can give guidance on what to include in them, being involved in any of these is not obligatory.

Agreement length

The agreement is set up for a minimum of 12 months from when your content goes live on the hub. At any point after this period, if you no longer wish to offer one or more courses on the hub, please let us know via email. We will remove the course from purchase within 60 days. For anyone who has already bought the course it will be available to them for a further 270 days to allow them to complete it.

Questions

If you ever have any concerns or questions about anything regarding the hub, your membership or courses please ask, and we will do our best to resolve or answer them.

Best wishes, Julia and the team x

And now that I've outlined that in clear English, I now need to include the legal statements. Here follows not the most exciting, but nevertheless necessary, part of our agreement.

This agreement is entered into between:

The Family Enrichment Hub ("we", "us", "our", "The Family Enrichment Hub", "the hub", "the platform", "website") and You ("the Creator", "you").

The Family Enrichment Hub presents the following terms and conditions, which govern your use of The Family Enrichment Hub website, and all content, services and products available at or through the platform, including but not limited to <https://thefamilyenrichmenthub.com/>.

Your use of the platform is offered subject to your acceptance, without modification, of all the terms and conditions contained within, along with all other operating rules, policies (including, without limitation, The Family Enrichment Hub's Privacy Policy) and procedures that may be published from time to time by us (collectively, the Agreement).

Please read this Agreement carefully before using the platform. By using the platform, you agree that you are bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the platform or use any services. If these terms and conditions are considered an offer by The Family Enrichment Hub, acceptance is expressly limited to these terms.

If you provide Content to the platform, (or allow any third party to make Content available to the platform) you are entirely responsible for that Content and any harm that may result from it. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, a video file, or computer software.

Indemnity

You agree to indemnify and hold harmless The Family Enrichment Hub, its contractors, its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including legal fees, arising out of your use of the Website, including but not limited to out of your violation of this Agreement.

Termination

We have the right to terminate your account, membership, payment, or other affiliation with the hub at any time, at our sole discretion, for any reason including if we believe that

you have violated this Agreement. You agree that any termination of your access to the hub may involve removing or discarding any content you have provided. We may, at our sole discretion, discontinue providing the Website at any time, with or without notice.

Paid accounts that are terminated for violations of this Agreement will only be refunded at our discretion.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

License to Reproduce Content

By submitting Content to us for inclusion on the Website, you grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content, solely for the purpose of displaying, distributing, and promoting your content, including through downloads and external feeds.

If you wish to delete Content, we will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Account Content

You agree to the following provisions for submitting Content to the hub:

1. We claim no ownership or control over any Content that you submit to the hub. You retain any intellectual property rights to the Content you provide, in accordance with applicable law. Any content filming / captured by The Hub (or those working on behalf of The Hub) will be the intellectual property of The Hub. By submitting Content, you represent that you have the rights to reproduce that Content (and the right to allow us to serve such Content) without violation of the rights of any third party. You agree that you will bear any liability resulting from the providing of any Content that you do not have the rights to submit.
2. We do not pre-screen all Content. However, you acknowledge that we have the right (but not the obligation), in our sole discretion, to remove any Content from the service. You also agree that we may, without limitation, take any steps necessary to remove Content from the site search engine or member directory, at our sole discretion.
3. If any Content you have submitted is reported to us as violating this Agreement, you agree that we may call upon you to change or modify that Content, within a reasonable amount of time, as defined by us. If you do not follow this directive, we may remove the Content in question and, if deemed necessary, remove all your content.

Account Terms

1. When you submit Content to the hub, you grant to us limited rights to store, use, and display, and provide access to the Content as necessary to provide our services, such as to display your Content on the website and in search results, to make your Content available for streaming, download, and to display and promote your Content through our website, through email, and ads on other sites or search engines, and through other marketing campaigns.
2. You will not refuse participation by any student for illegal reasons or to discriminate. You will honour any enrolments through the hub at the price and time listed on the website.
3. You warrant to the hub that you have appropriate experience, knowledge, and/or training to teach or create the Class or Content that you offer on the hub.
4. You warrant to the hub that you will take out, and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect yourself against any liabilities arising out of this Agreement and shall produce, at the request of the hub, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the hub;
5. You warrant to the hub that you will at all times conduct yourself in compliance with all applicable laws and in a professional manner.
6. You agree that your students will have the ability to post reviews for your Content. The hub cannot control the contents of any such review. You agree that the hub will not be held responsible for any opinions or information that a student may include in reviews.
7. When a student takes a class or accesses Content on the hub, we may share the student's details with the teacher for the purpose of teaching these students via the hub. You are required to respect the privacy of the student. You will have a limited license to use this information only for hub-related communications or for hub-facilitated transactions.
8. You may use that personal information for no other purpose, such as sending unsolicited commercial messages or unauthorized transactions. You must comply with all relevant legal rules including applicable data protection and privacy laws which govern the ways in which you can use a hub user's information.
9. The hub reserves the right to change fees for creators for any currently offered services or services that may be made available in the future at our sole discretion.
10. You agree to promote your Content held on the Hub, the Hub in general, and other courses available via the Hub, through your marketing avenues (such as newsletters and social media) a minimum of twice per month.

Creator Conduct

You agree that you will **NOT** use the Platform to:

1. Deliver or otherwise transmit any Content that is harmful, threatening, abusive, hateful, invasive to the privacy and publicity rights of any person, or that violates any applicable local, national, or international law, including any regulation having the force of law;
2. Deliver or otherwise transmit any Content that is spam, or contains unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
3. Maliciously impersonate any real person or entity, including, but not limited to, a member of The Family Enrichment Hub, or to otherwise misrepresent your affiliation with any person or entity;
4. Submit or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. Submit or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
6. Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
7. Solicit passwords or personal identifying information for unintended, commercial or unlawful purposes from other users;
8. Provide any material that is illegal under UK law;
9. Upload, post or otherwise transmit any Content that contains viruses, worms, malware, Trojan horses or other harmful or destructive content;
10. Allow usage by others in such a way as to violate this Agreement;
11. Make excessive or otherwise harmful automated use of the Website;
12. Access any other person's account or exceed the scope of the Website that you have signed up for; for example, accessing and using features you don't have a right to use.

Data Protection and Data Processing

Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause Applicable Laws means (for so long as

and to the extent that they apply to the Creator) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

Creator Payments

1. You will earn revenue by selling Content through the hub.
2. With the exception of item 3 below, you will receive a split of 50% after card fees and affiliate fees have been deducted.
3. For one-to-one sessions you will receive a split of 80% after card fees and affiliate fees have been deducted.
4. There will be no payments for Content accessed via points or scholarships.
5. We will make payments to you the calendar month after the customer's 14 day cooling off period has passed.
6. You are responsible for all taxes associated with the revenue you earn.
7. The hub reserves the right to withhold or cancel payments to creators if it deems, in its sole judgment and absolute discretion, that the Creator engaged in any behaviour that violates any part of this Agreement.
8. Creator membership payments, as detailed above, are payable monthly or annually via standing order to the hub.

No Employment or Partnership

1. The Creator is independent from the Hub and nothing in this Agreement shall render or be deemed to render the Creator an employee, worker or agent of the Hub and the Creator shall not hold himself or herself out as such. This Agreement does not create any mutuality of obligation between the Creator and the Hub and neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. The Creator is not obliged to offer Content to the Hub, nor is the Hub obliged to accept Content where it is offered.
2. This Agreement is not a contract of employment and accordingly the Creator shall be fully responsible for and shall indemnify the Hub for and in respect of:
 - a. Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Creator shall further indemnify the Hub against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Hub in connection with or in consequence of any such liability, deduction,

contribution, assessment other than where the latter arise out of the Hub's negligence or wilful default;

- b. Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Creator or any substitute against the Hub arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Hub.
3. The Hub may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Creator.
 4. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Changes

We reserve the right, at our sole discretion, to modify or replace any part of this Agreement at any time. We will take reasonable steps to notify you of any substantial changes to this Agreement; however, it is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.

We may also, in the future, offer new services and/or features through the Website (including the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Site Rights

The hub reserves these rights:

1. We can make changes to the Website and Services without providing you with any notice or liability.
2. We have the right to terminate your account, membership, payment, or other affiliation with the Service at any time and for any reason.
3. We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use the website in that jurisdiction.
4. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.
5. We have the right to remove an instructor from the Website at any time, without prior notice, at our sole discretion, should we identify that their account is associated with behaviour that we deem to be in violation of our rules or guidelines.

6. We have the right to remove, cancel, reject, interrupt, or suspend any class, comment, or other posted comments at any time and for any reason.
7. The hub is not liable for any damages as a result of any of these actions. It is the hub's policy not to comment on the reasons for any such action.

Notices/Communications

1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing sent by e-mail.
2. A notice or other communication shall be deemed to have been received one Business Day after transmission.
3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Force Majeure

If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.

For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

1. Strikes, lockouts or other industrial action;
2. Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
5. Political interference with the normal operations.

Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

Disclaimer of Warranties

The hub is provided "as is". The Family Enrichment Hub and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither The Family Enrichment Hub, nor its suppliers and licensors, makes any warranty that the Website will be error-free or that access to the Website will be continuous or uninterrupted. You agree that any interruptions to the service will not qualify for reimbursement or compensation.

No advice or information, whether oral or written, obtained by you in any fashion shall create any warranty not expressly stated in this Agreement.

Limitation of Liability

You expressly understand and agree that in no event will The Family Enrichment Hub, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) interruption of use or loss or corruption of data; (iv) any statements or conduct of any third party on the service; or (v) any unauthorized access to or alterations of your Content. We shall have no liability for any failure or delay due to matters beyond our reasonable control.

The foregoing shall not apply to the extent prohibited by applicable law.

General Information

This Agreement constitutes the entire agreement between us and you concerning your use of the Hub. This Agreement may only be modified by a written amendment signed by an authorized representative of The Family Enrichment Hub, or by the posting of a revised version to this location. Except to the extent that applicable law (if any) provides otherwise, any dispute arising between you and The Family Enrichment Hub regarding these Terms of Service and/or your use or access of the Website will be governed by UK law, excluding any conflict of law provisions.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Variation

No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).