**Terms & Conditions**

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Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the “Linked Sites”), which are not operated by Barnet and Herts First Aid Training. Barnet and Herts First Aid Training has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

**Privacy Policy**

Our privacy policy, which sets out how we will use your information, can be found at [www.barnetandhertsfirstaidtraining/privacy-policy](http://www.barnetandhertsfirstaidtraining/privacy-policy). By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

**Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person’s proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as “spam”; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence and [www.barnetandhertsfirstaidtraining.com](http://www.barnetandhertsfirstaidtraining.com) will report any such breach to the police and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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**Terms of Sale**

By placing an order you are offering to purchase a service on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the service which you ordered is available and a place has been reserved for you. Only those services listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any service which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the service, you will receive a full refund.

 (c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the service you wish to purchase. Once the service has been booked and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of the services you have purchased as listed in the confirmation email.

**Disclaimer of Liability**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law [www.barnetandhertsfirstaidtraining.com](http://www.barnetandhertsfirstaidtraining.com) and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.daisyfirstaid.com’s liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

**Indemnity**

You agree to indemnify, defend and hold harmless [www.barnetandhertsfirstaidtraining.com](http://www.barnetandhertsfirstaidtraining.com) its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

**Variation**

[www.barnetandhertsfirstaidtraining.com](http://www.barnetandhertsfirstaidtraining.com) shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

**Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

**Complaints**

We operate a complaint’s handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

**Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and [www.barnetandhertsfirstaidtraining.com](http://www.barnetandhertsfirstaidtraining.com) Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Barnet and Herts First Aid Training.

**Postal Address**