



# Terms and Conditions

This website belongs to Beacon Family Services CIC. Throughout the site, the terms “we”, “us” and “our” refer to Beacon Family Services CIC. We offer this website, including all information, tools, products and services available from this site, to you, the user, upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and / or purchasing something from us (including but not exclusive to goods and services), you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and / or available by hyperlink. These Terms of Service apply to all users of the site, including, without limitation, users who are browsers, vendors, customers, merchants, and / or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and / or changes to our website without liability. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## **Section 1 – online site terms**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in the UK and your country of residence, or that you are the age of majority in the UK and your country of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in the UK and your jurisdiction (including but not limited to copyright laws).

Hacking into this website for the purpose of adding to or altering the content of the website or sending unsolicited emails (spam), transmitting any viruses, offensive or illegal content and interfering with the general working of the site is illegal and unethical.

## **Section 2 – general conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information, may be transferred unencrypted including (a) transmitted over various networks; and (b) changed to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission from us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **Section 3 – accuracy, completeness and timeliness of information**

We have made every effort to ensure the information made available on this site is accurate in the UK, legally correct, ethical, complete or current at the time of appearance. The information contained on this site is provided for general information only and should not be relied upon / used as the sole basis for making decisions or an alternative to professional advice where appropriate. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the content of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **Section 4 – our services**

Prices for our services are subject to change without notice.

We reserve the right at any time to modify, add or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, organisation, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions of services are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any services at any time.

We do not warrant that the quality of services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **Section 5 – optional tools**

We may provide you with access to third-party tools, which we neither monitor or have any control or input. You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

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 also be subject to these Terms of Service.

## **Section 6 – third-party links**

Certain content, and services available via our Service may include materials from third-parties, this does not signify that we endorse the linked website(s).

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Section 7 – user comments, feedback and other submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, discriminatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right(s) of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **Section 8 – personal information**

Your submission of personal information through the store is governed by our .

### **Section 9 – errors, inaccuracies and omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Section 10 – prohibited use**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful or unethical purpose
- (b) to solicit others to perform or participate in any unlawful acts
- (c) to violate any UK or international laws,
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability
- (f) to submit false or misleading information
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet
- (h) to collect or track the personal information of others
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape
- (j) for any obscene or immoral purpose or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Section 11 – disclaimer of warranties; limitation of liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time-to-time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Beacon Family Services CIC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. For consequential or incidental damages, our liability shall be limited to the cost of the particular service for which the claim is made.

### **Section 12 – indemnification**

You agree to indemnify, defend and hold harmless Beacon Family Services CIC and our parents, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand. This includes reasonable legal costs, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Section 13 – severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by the law in England and Wales. The unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Section 14 – cancellation**

The obligations and liabilities of the parties incurred prior to the cancellation date shall survive the cancellation of this agreement for all purposes.

These Terms of Service are effective unless and until cancelled by either you or us. You may cancel these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site provided it is within the notice period.

Training / courses:-

- Cancellations made more than 30 days before the first date of training will be charged a £25 administration fee.
- Cancellations made within 30 days of the first day of the training will incur a 100% cancellation fee.
- Beacon Family Services reserves the right to cancel training up to 30 days before the training commences, in which case the full course fee will be refunded.

Therapy services cancellation policy will be provided on request. If in our judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we reserve the rights to cancel this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Section 15 – entire agreement**

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and governs your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **Section 16 – governing law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and interpreted in accordance with the laws of England and Wales.

### **Section 17 – changes to terms of service**

The most current version of the Terms of Service can be reviewed on this page at any time.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Section 18 – contact information**

Questions about the Terms of Service should be sent to [info@beaconservices.org.uk](mailto:info@beaconservices.org.uk).