

Holistic Safeguarding Terms of Use



Safeguarding You
to Safeguard Children

Terms of Use

These terms of use, together with this site's Privacy and Website Policy, set out the terms on which you may use this site. Please read these terms of use carefully before you start to use the site.

By using this site you indicate you accept and agree to abide by these terms of use. If you do not agree to these terms of use please stop using this site immediately.

Any questions regarding this site and these terms of use, please contact us via info@holisticsafeguarding.com or +64 22 394 0691, we'd be more than happy to help. You may also contact us via post:

Holistic Safeguarding
4 Willow Road
Silverdale
Hamilton 3216
Waikato
New Zealand

Site Access

Access to this site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this site without notice.

From time to time, we may restrict access to some parts of this site to users who have registered with us.

Changes to the Site

From time to time we are likely to update sections of this site. However, at any given time any of the content or information on this site may be out of date and we are under no obligation to update that content or information.

If the need arises, we may suspend access to or close indefinitely part or the whole of this site. We will not be liable if for any reason this site is unavailable for any time at any period.

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Passwords and Registration on this Site

If you choose, or are provided with, a user identification code, password or other security procedure information to this site, you must treat such information as confidential and you must not disclose it to anyone else.

We have the right to disable any user identification code or password at any time.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Links To and From this Site

We do not enter into affiliate linking schemes with other websites.

The existence of a link from any organisation's site to this site does not imply that we endorse the activities or views of that organisation, nor does it suggest any form of association or approval on our part.

Where this site contains links to other sites and resources provided by third parties, such links are provided for your information only. We have no control over the contents of third party sites or materials and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Depiction of Children

Any photographs, images, videos or sound recordings of children used on this site to illustrate the Holistic Safeguarding's work use Holistic Safeguarding purchased imagery, or actors, and do not depict actual situations.

Only lawful Use

You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights of, or restrict, or inhibit the use and enjoyment of this site by any other party. Such restriction and inhibition includes, without limitation, conduct which is unlawful or which may harass, defame or cause distress or inconvenience to any person and the transmission of obscene or offensive material or disruption of normal flow of dialogue within this site.

Our Liability

Commentary, advice and other materials posted on this site are not intended to amount to advice on which reliance should be placed. We do not accept any liability or responsibility arising from any reliance placed on such materials by any visitor to this site, or by anyone who may be informed by any of its contents.

To the extent permitted by law, Holistic Safeguarding does not accept liability for any direct, indirect or consequential loss or damage incurred by a user in connection with their use or inability to use this site, the results of their use of this site, any site linked to or from this site or any material posted on this site, including without limitation any liability for loss of profits or contracts, loss of business, loss of income or revenue, loss of anticipated savings, loss of data, loss of goodwill, or loss of time, howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.



This does not affect any liability for death or personal injury arising from our negligence nor any liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be included or limited under any applicable law.

No Warranties

This site and its information, names, images, photographs, logos and icons regarding or relating to Holistic Safeguarding, its products and services, or any other organisations products and services, are provided 'AS IS' and on an 'AS IS AVAILABLE' basis without any representation or endorsement made and without any guarantee, condition or warranty of any kind whether express or implied by statute, common law or the law of equity, including but not limited to any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, completeness or accuracy.

Holistic Safeguarding does not warrant that this site will be interrupted or error-free, that defects in materials or functions will be corrected, or that this site or its servers are free of viruses or bugs

Conflict

If there is a conflict between these terms of use, the Privacy and Website Policy and/or any other terms of use appearing on this site regarding specific material, then the other terms of use shall prevail over these terms of use and the Privacy Policy.

Severing Terms

If any term in these terms of use is determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms of use are intended to be effective, then to the extent to and within the jurisdiction in which that term is illegal, invalid and unenforceable, it shall be served and deleted from this clause and the remaining terms of use shall survive, remain in full force and continue to be binding and enforceable.

Processing Information on You

We process information about you in accordance with this site's Privacy and Website Policy. By using this site you consent to such processing and you promise that all data provided by you is accurate.

Viruses, hacking and other offences

You must not misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other material which are malicious or technologically harmful. You must not attempt to gain unauthorised access to this site, the servers on which this site is stored or any server, computer or database connected to this site. You must not attack this site via a denial-of-service attack or a disrupted denial-of service attack.

By breaching this provision, you would commit a criminal offence under New Zealand legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this site and any other site we operate will cease immediately.

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 site or your downloading of any material posted on it or on any site linked to it.



Changes to these terms of use

We reserve the right to change these terms of use at any time by posting changes online.

You are expected to check this page from time to time to take notice of any changes made.

Your continued use of the site after changes are posted constitutes acceptance of these terms of use as modified by the posted changes.

Governing law and jurisdiction

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising from or related to a visit to any of this site shall be exclusively subject to the jurisdiction of the courts of New Zealand.

Terms of Use Review

Our aim is for these Terms of Use to be reviewed annually or potentially sooner if in response to any applicable practice learnings, significant child protection learnings and/or changes in legislation.

However, we do reserve the right to make changes outside of any identified preferred timeframes. It is therefore advocated each time you visit our provisions aligned to these Terms of Use and other applicable policies; you re-check the review box dates, to ensure no changes have been made to any sections that are important to you. Where appropriate, any changes will be notified to you by email.

Other Applicable Policies

- Holistic Safeguarding's Privacy and Website Policy
- Holistic Safeguarding's Safeguarding and Child Protection Policy

If you have any questions or concerns please just contact us via info@holisticsafeguarding.com or [+64 22 394 0691](tel:+64223940691), we'd be more than happy to help.

Reviewed:	April 2020
Next Review Due:	April 2021