

Emergency Care Specialists

www.emcare.com.au

TERMS AND CONDITIONS

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

If you purchase products through our Website, there will be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

Definitions

Services means first aid training offered on the website

the Website means the website (www.emcare.com.au)

We / Us etc means “Emergency Care Specialists” and any subsidiaries, affiliates, employees, officers, agents or assigns.

Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or

obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

Passwords and logins

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

Intellectual property and copyrights

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address:

firstaid@emcare.com.au

Trademarks

The trademarks and logos contained on this Website are trademarks of Emergency Care Specialists, Allens Training Pty Ltd and STAR training and assessing Prt Ltd. Use of these trademarks is strictly prohibited except with Our express, written consent.

Links to external websites

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, it's contents or any associated website,

product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

Limitation of Liability

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

Information Collection

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to our Privacy Policy.

Confidentiality

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

Online Purchasing

MINIMUM AGE AND LEGAL CAPACITY

Purchasing services on this website is restricted to individuals 18 years of age or older. Individuals below the age of 18 may have purchases made on their behalf by a parent or guardian.

Online Purchasing

All orders on this website must be pre-paid before fulfilment. All orders are placed in Australian dollars.

In the case that you pay for an order with your credit card, we do not store your credit card number on our servers, however it may be retained by our payment gateway provider in circumstances where this is required.

In the case of offline payment, we will contact you to arrange payment. This process must be completed before services rendered.

In cases where your payment for an order fails for reasons including but not limited to insufficient card credit, or cheque dishonour, we may withhold certificate issue.

Prices and taxes

Prices are displayed to Australian visitors of this mobile application (unless otherwise marked) including GST if applicable to the product, and in Australian Dollars.

Refund policy

Refund will be issued by us if you cancel or defer your course booking within 72 hours of course booking if completing a STAR first aid course, and if completing an Allens training first aid course their refund policy applies.

<https://www.allenstraining.com.au/students/student-information/refund-policy.aspx>

Tax Invoice

Upon completion of your order, we will supply a Tax Invoice to you in the form of an email. Please ensure that the email address you have provided us is correct.

Security

We use industry-standard SSL encryption where applicable to protect the privacy of information in transit between this mobile application, yourself, and our suppliers including payment gateways.

You acknowledge that the security of communications sent by electronic means cannot be guaranteed. You provide information to us via the internet at your own risk. We cannot accept responsibility for misuse or loss of, or unauthorised access to, your personal information where the security of information is not wholly within our control.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Western Australia, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Western Australia.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

How to contact us

If you have any questions or complaints about how we collect, use, disclose, manage or store your personal information, or would like to request access or changes to the information we hold, please contact us in writing at:

Postage address: 11 Formia place, Secret Harbour, 6173, Western Australia

Email: firstaid@emcare.com.au

Contact number: 0438192174

Updated 26th August 2019

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