



Terms and Conditions

About the Website

Welcome to www.southwestnrm.org.au (the 'Website'). The Website provides you with an opportunity to browse information and make donations to the South West Environment Fund (the 'Donation Services').

The Website is operated by South West NRM (ABN 86 724 656 359). Access to and use of the Website, or any of its associated Donation Services, is provided by South West NRM. Please read these terms and conditions (the 'Terms') carefully.

South West NRM reserves the right to review and change any of the Terms by updating this page at its sole discretion. When South West NRM updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records. You should review the Terms each time you use the Website.

Acceptance of the Terms

Using, browsing and/or reading the Website signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Donation Services, immediately.

Donation Services

South West NRM operates as a registered charity under the entity name 'South West Catchments Council', ABN 86 724 656 359. Donations are made to the South West Environment Fund, according to the terms of the Constitution. All donations of \$2 or more to South West NRM are tax-deductible.

To access Donation Services, you will be required to provide personal information about yourself (such as identification or contact details).

You warrant that any information you give to South West NRM in the course of completing the registration process will always be accurate, correct and up to date.

Donations will be made through the following third-party provider: Stripe (the 'Payment Gateway Providers'). In using the Donation Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers. Following payment of the donation you will be issued with a receipt to confirm that the donation has been received. South West NRM may record your details for future use.

Regular payments can be paused or ceased at any time by contacting South West NRM here.

Copyright and Intellectual Property

The Website, the Donation Services and all of the related products of South West NRM are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and by international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes, and are reserved by South West NRM or its contributors.

South West NRM retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:

- (a) the business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright of South West NRM; or
- (b) the right to use or exploit a business name, trading name, domain name, trademark or industrial design; or
- (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

You may not, without the prior written permission of South West NRM and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party contact for any purpose. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

Privacy

South West NRM takes your privacy seriously and any information provided through your use of the Website is subject to South West NRM's Privacy Policy.

Whilst we endeavour to keep your data safe, no data transmitted over the internet is secure, and we do not warrant, and cannot ensure, the security of your data. You transmit data using the Website entirely at your own risk.

General Disclaimer

To the fullest extent possible and subject to any liabilities and obligations which cannot be excluded by law:

- (a) we do not warrant the accuracy, completeness, timeliness or correct sequencing of the Website content, and the Website content is provided on an 'as is' basis and on the condition that you are responsible for assessing the accuracy and completeness of that content and you rely on any such content at your own risk;
- (b) we will have no liability in relation to any loss, damage, liability, charges, expenses or costs (including all legal and other professional costs on a full indemnity basis) that you incur arising from or in connection with your use of the Website or linked third party websites (including damage to your software or hardware, corruption of data, loss of data, any error, suspension or discontinuance of the Website or transmissions by any user in contravention of these Terms); and
- (c) we do not warrant that your access to the Website or any part of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server

that makes it available are free of viruses, bugs or malicious code or other forms of interference that may damage your system.

Links to third-party websites do not indicate a relationship between those third parties and us, nor endorsement by us of such third parties, their products, services or websites. Use of such links, the content of such websites or the products and services offered via those websites or third parties is entirely at your own risk and is subject to the terms of those third parties.

You must not post or transmit to or via the Website any information or material or otherwise use the Website for any activity which:

- (a) breaches any laws or regulations;
- (b) infringes a third party's rights or privacy;
- (c) is threatening, defamatory, obscene, indecent, inflammatory or scandalous (including any material that is pornographic or that could give rise to civil or criminal proceedings); or
- (d) is contrary to any relevant standards or codes, including generally accepted community standards.

You warrant that all communications and information provided by you using this Website are not fraudulent or defamatory, and will not otherwise infringe any law or any third-party rights. You further warrant that our use of that information in accordance with these Terms will not infringe on the rights of any third party. You must not (and must not attempt to) interfere with the working of the Website or otherwise breach or circumvent any security or authentication measures of the Website or any other system, network or server connected to the Website.

Limitation of Liability

You expressly understand and agree that South West NRM, its affiliates, employees, agents, contributors, third-party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

Termination

South West NRM may terminate your access to the Website at any time without notice.

Indemnity

You agree to indemnify South West NRM, its affiliates, employees, agents, contributors, third-party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

Dispute Resolution

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Western Australia, Australia.

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Western Australia, Australia.

Grievances

A grievance is a complaint about any type of organisational related problem that is causing distress. The grievance may arise from a decision, act or omission by any person or persons within SWCC, which is considered by the complainant to be wrong, mistaken, unjust or discriminatory. This includes suspected or actual non-compliance with the Modern Slavery Act 2018.

Before reporting a grievance, and only if the complainant is comfortable in doing so, the complainant should first attempt to resolve their grievance by engaging directly with the person(s) concerned.

All grievances that cannot be resolved by the parties involved are to be reported to the HR Consultant in writing via enquiries@hmsolutions.com.au. Any grievances reported to the CEO, or the Board will be redirected to the HR Consultant to review.

All grievances will be treated confidentially by the HR Consultant. The Board and CEO will be notified that a grievance has been reported but not the substance of the grievance until the HR Consultant has reviewed and provided feedback to the Employee/ Volunteer.

The HR Consultant will work with the complainant to determine if the grievance can be resolved by mediation. The complainant can have a support person present during mediation or other associated meetings. Only with the permission of the Employee/ Volunteer will the grievance be escalated.

If the grievance is not resolved after completing the steps above, the complainant may choose to take their grievance to an external moderator, such as the Resolution Institute or similar. Transparency of process and confidentiality of involved parties of the grievance is to be respectfully applied.

Governing Law

The Terms are governed by the laws of Western Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created thereby shall be governed, interpreted and construed by, under and pursuant to the laws of Western Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force. may record your purchase details for future use.