

TERMS AND CONDITIONS

By using Our Website its associated Media and Our social media pages, you are agreeing to these Terms and Conditions.

1. Definitions

Forum includes any blog, comment or review functionality on the Website or on any other platform, including Facebook, YouTube, Twitter, Instagram or any other social media platform on which Bangalee Bushcare labelled material is located.

Media includes all photographs, audio-visual recordings, sounds, music, articles and news located on the Website and all Bangalee Bushcare labelled material on any other platform including Facebook, YouTube, Twitter, Blogger, Instagram or any other social media platform.

Social media pages includes all Bangalee Bushcare themed website pages, blogs, videos, photographs or entries on any social media platform including Facebook, YouTube, Twitter, Blogger and Instagram.

We / Us / Our means the volunteers, volunteer officers and volunteer coordinators of Bangalee Bushcare either jointly or severally.

Website means the website at www.bangaleebushcare.org.

2. Use

- (a) The Website, Media and social media pages are made available for your use on your acceptance and compliance with these terms and conditions. By using the Website, Media and social media pages, you are agreeing to these Terms and Conditions.
- (b) You agree that you will use the Website, Media and social media pages in accordance with all applicable local, state, national and international laws, rules and regulations.
- (c) You agree that you will not use, nor will you allow or authorise any third party to use, the Website, Media or social media pages 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 purpose of the Website, Media or social media pages.
- (d) If you contribute to Our Forum(s) or make any public comments on the Website, Media or social media pages 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 Media are offered, then we may, at our discretion, refuse to publish such comments and/or remove them from the Website, Media, social media pages or Forum.
- (e) We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

3. Copyright

- (a) The authors of the content of the Website, Media and social media pages hold the copyright in the items which they create.
- (b) The respective authors hold the copyright to the content of the Website, Media and social media pages, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, photographs, reviews, forum posts and databases.
- (c) You must not use or replicate Our respective 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 the relevant copyright holder in which case We may require you to sign a Licence Agreement.

4. Trademarks and Intellectual Property

- (a) The Bangalee Bushcare logo, the Owl device and all derivatives of the Bangalee Bushcare logo and Owl device are the property of Leonard Edward White and must not be used except with his express, written consent.
- (b) Trademarks used on the Website, Media or social media pages to describe other entities and their products or services (**Other Trademarks**) are trademarks which belong to or are licensed to those other entities. Other Trademarks must not be copied, downloaded or reproduced in any way without the written consent of the owner of the Other Trademark.

5. Accuracy of content

- (a) We do not guarantee, nor do We accept any legal liability arising from or in relation to the accuracy, reliability, currency, completeness or safety of anything contained on the Website, Media, social media pages or on any linked website.
- (b) The information contained on the Website, Media and social media pages should not take the place of professional advice.

6. Indemnification for loss or damage

You agree to indemnify Us and hold Us exempt from and against any and all liabilities or expenses arising from or in any way related to your use of the Website, Media and social media pages, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and lawyers' fees of every kind and nature incurred by you or any third parties through you.

7. Links to external websites

The Website contains links that direct you outside of the Website. These links are provided for your convenience and are not an express or implied endorsement or approval of the linked website, its contents or any associated website, product or service. We do not accept liability for loss or damage arising out of or in connection with your use of those websites.

8. Links to Our Website

- (a) You may create a link to any page on the Website, Media or social media pages. However, you must not provide a link which suggests or implies that We endorse,

approve or are associated with you, your website or your other media unless We have expressly agreed in writing.

- (b) If We have provided written consent under this clause, We may withdraw our consent at any time by giving written notice.

9. Limitation of Liability

- (a) We do not take responsibility nor accept liability for the accuracy of any of the content, statements or representations contained on the Website, Media or social media pages. It is your responsibility to seek independent advice regarding any aspect of the Website, Media, social media pages, Forums and the content therein.
- (b) The content, statements and representations made on the Website, Media and social media pages are by way of general comment or for illustrative purposes only and you should satisfy yourself as to their accuracy, viability and safety. Further, all of the content, statements and representations of the Website, Media and social media pages are provided without any warranties except those guaranteed by law.
- (c) The content, statements and representations made on the Website, Media and social media pages do not necessarily reflect the views of their authors, the volunteers at Bangalee Bushcare, Shoalhaven City Council or the employees of Shoalhaven City Council.
- (d) You agree that any handling of chemicals, poisons, tools, machinery and other equipment must be done in accordance with the *Work Health and Safety Act 2011* and other health and safety laws, regulations, policies and principles and that We are not liable for any injury, damage or loss associated with the failure to comply with health and safety requirements.
- (e) You acknowledge that there are numerous risks associated with bush regeneration activities, bush walking, working with tools and chemicals and working with other people and that We are not liable for any injury, damage or loss that may result from the pursuit of such activities.
- (f) You agree that We are not endorsing, recommending, advising or representing any particular form of health and safety conduct and that We are not liable for any injury, damage or loss resulting from the conduct any of the activities shown or described on the Website, Media or social media pages.
- (g) You further agree that We are not liable for any injury, damage or loss in relation to your or your associates' participation in any of the activities shown or described on the Website, Media or social media pages regardless of whether you were complying with health and safety laws, regulations, principles and policies when the circumstances giving rise to the injury, damage or loss arose.
- (h) You acknowledge that there are risks associated with the use of the internet, and, to the maximum extent permitted by law, that We are not liable for any direct or indirect damages or losses arising from your access to and use of the Website, Media and social media pages.

- (i) You agree that We are not liable for any damages whatsoever incurred as a result of or relating to the use of the Website, Media and social media pages.

10. Information Collection

- (a) Use of information you have provided us, or that we have collected and retained relating to your use of the Website, Media, social media pages and Forums, is governed by our Privacy Policy.
- (b) By using the Website, Media and social media pages, you agree to Our Privacy Policy.
- (c) To view Our Privacy Policy and read more about why we collect personal information from you and how we use that information, [click here](#).

11. Confidentiality

- (a) All personal information will be treated as private and confidential in accordance with the law of confidential information, the Australian Privacy Principles and Our Privacy Policy.
- (b) We will not release any private or confidential information unless requested by the owner of that information or compelled by law.
- (c) We do not guarantee that all aspects of your use of the Website, Media and social media pages will be confidential due to the potential ability of third parties to, either legally or illegally, intercept and access such information.

12. Variation of Terms

We may, at any time, vary these Terms and Conditions. You agree to be bound by those variations immediately. It is your responsibility to check these Terms and Conditions regularly to inform yourself of any amendments.

13. Severance

- (a) If any part of these Terms and Conditions is held to be illegal or unenforceable, you agree that We can sever or amend the illegal or unenforceable terms in order to ensure that these Terms and Conditions remain legally valid and enforceable.
- (b) Any severance or amendment of these Terms and Conditions takes effect immediately.

14. Governing Law

- (a) These Terms and Conditions are governed by and construed in accordance with the laws of New South Wales, Australia.
- (b) Any disputes concerning this website are to be resolved by the courts having jurisdiction in New South Wales.
- (c) We retain the right to bring proceedings for breach of these Terms and Conditions in your country of residence or any other country or jurisdiction.

15. Contact

The contact person for all inquiries about these Terms and Conditions is the volunteer coordinator of Bangalee Bushcare.