

TERMS AND CONDITIONS

Participating Agency Member

1. Definitions

- (a) **Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Relevant Activities, but does not include a claim against Reclink under any right expressly conferred by its constitution.
- (b) **Relevant Activities** means performing or participating in any capacity, including as a member, in any Reclink activities including but not limited to participating in Reclink events, programs or any related activities.
- (c) **Participant** means any person who undertakes the Relevant Activities.

2. General

- (a) These are the Terms and Conditions for a Participating Agency membership (**Membership**) with Reclink Australia Ltd (ACN 131 719 027) (**Reclink**) and apply to the person or entity in whose name the Membership is purchased (**You or Your**).
- (b) These Terms and Conditions will apply to all Memberships made online or on paper through the Reclink website or other online platform (**Website**).
- (c) By purchasing a Membership, You agree to be unconditionally bound by these Terms and Conditions and acknowledge that you have read and understood these Terms and Conditions.
- (d) Upon being approved for Membership, the Reclink constitution will comprise a contract between You and Reclink and You will be bound by it and any policies and codes of conduct made under it (including but not limited to the Reclink Code of Conduct and Child Safeguarding Policy) (**Policies**).
- (e) You agree to be bound by the Reclink Constitution and the Policies (and each subsequent amended version of the same) and procure that Your members comply with the same, for the duration of Your Membership.
- (f) Where a Membership is purchased on behalf of a body corporate, the individual signing on behalf of that body corporate confirms they are a duly authorised representative authorised to sign on behalf of the body corporate.

3. Website use and access

- (a) You agree to release and indemnify Reclink in connection with any use (whether authorised or unauthorised) of the Membership form on the Website.
- (b) Reclink will take reasonable care in ensuring its Website is free from viruses or other dangerous content, however, it cannot guarantee that use of the Website will not cause damage to Your computer or other devices. It is Your responsibility to ensure You have appropriate equipment and anti-virus software to use the Website safely.
- (c) Reclink reserves the right to terminate Your access to the Membership form through the Website if Reclink reasonably believes that You have breached these Terms and Conditions.

4. Membership

- (a) Memberships are subject to confirmation and acceptance by Reclink.
- (b) When Reclink accepts a Membership, it represents an agreement by Reclink to supply the benefits of the Membership as set out on the Website (**Benefits**) in accordance with that Membership form (**Form**) and these Terms and Conditions.
- (c) Reclink reserves the right to accept or reject a Membership at its discretion.
- (d) If Reclink rejects a Membership under clause 4(c), it will do so without charge to You and it will refund any money paid in respect of the Membership.
- (e) In purchasing a Membership, You agree that You have not engaged in any fraudulent conduct or contravened any law.

5. Price and payment

- (a) Prices are displayed in Australian dollars (exclusive of GST) and You must pay for Your Membership in Australian dollars.
- (b) Prices displayed are subject to change by Reclink without notice. Prices for a Membership are fixed once the Membership has been confirmed and accepted. Prices are per LGA that the member wishes to participate in.
- (c) In respect of any Membership, Reclink will charge You, and You agree to pay the price displayed on your invoice (**Price**).
- (d) All purchases must be made as set out in the invoice generated by Reclink.

(e) All reasonable steps are taken to ensure that the details in the Form and payment details provided by You to Reclink are safe and secure.

(f) While Reclink takes all reasonable precautions, the security of the transaction cannot be guaranteed.

(g) Reclink will not accept Your Membership until payment is cleared. If the payment cannot be processed, the Membership will be rejected in accordance with these Terms and Conditions and You will be notified.

6. Benefits

(a) Reclink agrees to provide the Benefits to You in accordance with these Terms and Conditions.

(b) Reclink will endeavour to provide accurate descriptions of the Benefits. Notwithstanding this, You acknowledge that the description of the Benefits may, at times, differ from the actual Benefits.

(c) You acknowledge and agree that in order to receive some of the Benefits under this Agreement, You must pay for the costs of providing or delivering those benefits and that You are solely responsible for payment of all such additional costs.

(d) Without limiting clause 5(c), Reclink may from time to time require that You pay a contribution towards delivering the Benefits (including, but not limited to, circumstances where You receive payments or other benefits while receiving the Benefits, that exceed the contribution provided by Reclink).

7. Non-transferrable

(a) Memberships are non-transferable to another person or entity.

(b) Any attempt to transfer to another person or entity without the knowledge of Reclink may result in the cancellation of Your Membership without a refund and You will not be permitted to receive the Benefits.

(c) You also accept that, except as otherwise stated in these Terms and Conditions and subject to the Australian Consumer Law, the amount paid for Your Membership is non-refundable.

8. Insurance

(a) You acknowledge and agree that Reclink has not arranged insurance coverage in relation to the Benefits or Your members participating in Reclink programs and that You are responsible for Your own insurance (including, but not

limited to, public and products liability insurance) and any and all expenses in the event of loss, injury or death in the provision of recreational or sporting services.

(b) You agree, for the duration of Your Membership, to effect and maintain current third party public and products liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of and/or damage to property arising out of anything done or omitted to be done by You with a total limit of \$10,000,000 combined single limit per occurrence.

9. You shall, as a part of your Membership application process or upon obtaining Your Membership or as soon as practicable thereafter (no later than 7 days after receiving Your confirmation of Your Membership approval and before receiving any Benefits) provide to Reclink a copy of the certificates of currency of the insurance policy described in clause 7(b) and for any renewal of such policies of insurance.

10. Release & Indemnity

(a) In consideration of Reclink permitting Participants to undertake the Relevant Activities, You, to the extent permitted by law:

(i) release and forever discharge Reclink from all Claims that You may have or may have had but for this release, but only where such Claims result from a Participant's death or personal injury, arising from or in connection with the Participant undertaking the Relevant Activities, whether caused by the negligence or breach of contract by Reclink or in any other manner whatsoever; and

(ii) release and indemnify Reclink against any Claim which may be made by You, or on Your behalf or by a Participant for or in respect of or arising out of a Participant's death or personal injury whether caused by:

(A) the negligence or breach of contract by Reclink or in any other manner whatsoever; or

(B) any breach of contract by You,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Reclink.

(b) In consideration of Reclink permitting Participants to undertake the Relevant

Activities, You, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless Reclink in respect of any Claim by any person:

- (i) arising as a result of or in connection with the Participant undertaking the Relevant Activities (including without limitation any Claims associated with the postponement or cancellation of any Relevant Activities, or the withdrawal of a Participant from any Relevant Activities for any reason), whether caused by the negligence or breach of contract by Reclink or in any other manner whatsoever; and
- (ii) against Reclink in respect of any injury, loss or damage arising out of or in connection with Your failure to comply with Reclink' rules and/or directions or with any applicable public health or other COVID-19 directions or restrictions imposed by Reclink, the Australian government or a State/Territory government or other relevant health authority, whether caused by the negligence or breach of contract by Reclink or in any other manner whatsoever,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Reclink.

11. Limitation of Liability

- (a) To the extent permitted by law Reclink excludes all conditions or warranties which would otherwise be implied into these Terms and Conditions whether by law, statute or otherwise.
- (b) To the extent permitted by law and notwithstanding anything else in these Terms and Conditions, Reclink's total aggregate liability to You under or in relation to the Terms and Conditions on any other grounds whatsoever whether in contract, tort, (including negligence) or under statute, common law or in equity or otherwise will not exceed an amount equal to the total amount paid by You under these Terms and Conditions to Reclink.
- (c) To the extent permitted by law, Reclink's liability for a breach of any and all terms implied into these Terms and Conditions or otherwise conferred on You by statute or law including, but not limited to, the *Competition and Consumer Act 2010* (Cth), is excluded, but to the extent that such liability cannot be excluded, is limited to the amount equal to the total amount paid by You under these Terms and Conditions to Reclink.

- (d) Reclink is not liable for any loss resulting from the interception or 'hacking' of data through the Website by unauthorised third parties.
- (e) Reclink is not liable for any direct or consequential loss. Nothing in these Terms and Conditions is intended to limit or exclude any liability on Reclink's part where or to the extent that applicable law prohibits such exclusion or limitation.

12. Use of Name and Image

- (a) You acknowledge and consent to Reclink's use of Your name, image and/or Your Logo for promotional or other purposes, by any form of media, to promote Reclink's Participating Agency Memberships or for any other purpose.
- (b) You grant to Reclink a revocable non-exclusive non-transferable royalty-free licence to use the intellectual property in Your logo (as applicable) (**Your Logo**) to enable Reclink to fulfil its obligations in the manner set out in these Terms and Conditions.
- (c) You agree to not do anything to derogate from or negatively affect the image, goodwill, name or reputation of Reclink and must not make any negative, derogatory, disparaging or defamatory comments whatsoever (including publicly or otherwise) about Reclink or the Membership.
- (d) You agree to use Your best endeavours to maintain and promote the image, goodwill, name and reputation of Reclink.
- (e) Nothing in this Agreement shall confer upon You any right to trade under Reclink's name or use the Reclink logo or any right to apply for the registration or reservation of any such name or logo.

13. Warranties

You warrant that:

- (a) You are the legal and beneficial owner of Your Logo and You are entitled to grant the rights to use or license Your Logo in the manner contemplated by these Terms and Conditions and that use of Your Logo by Reclink in accordance with these Terms and Conditions will not infringe the intellectual property rights of any third party;
- (b) Reclink's use of any materials You provide to obtain the Benefits of Your Membership (**Materials**) will not infringe the intellectual property rights or any other legal rights of any third party and Reclink will not be required to pay any royalties or fees or seek any further consents from any third parties in relation to such use; and

- (c) Your Logo and the Materials: (i) will not contain anything that may be obscene or defamatory or that might expose Reclink to any proceedings whatsoever of a criminal or civil nature; and (ii) will comply with all relevant codes of practice, rules and regulations.

14. Termination

- (a) These Terms and Conditions and the Membership may be terminated:
 - (i) by You without cause;
 - (ii) by either party immediately upon written notice if the other party is subject to an insolvency event (subject to law);
 - (iii) by Reclink upon 14 days written notice if You breach these Terms and Conditions and fail to remedy the breach within seven days following written notice from Reclink requiring the breach to be remedied; and
 - (iv) by Reclink if You or Your Participant's bring Yourself, the Participant or Reclink into disrepute.

15. Privacy

- (a) Personal information provided by You when purchasing a Membership from Reclink is necessary for delivering the Membership and Benefits and is collected in accordance with Reclink's Privacy Policy.
- (b) Reclink may use or disclose Your or Your Participant's personal information for the purposes of: (i) providing Benefits and administering Memberships; (ii) providing You or Your Participants with information or promotional material; (iii) conducting its business activities and programs; (iv) complying with legal obligations; or (v) otherwise in accordance with Reclink's Privacy Policy.
- (c) Reclink may share Your or Your Participant's personal information with third parties such as service providers, professional advisers, partners and sponsors. Outside of the above, information is not generally disclosed to anyone outside Australia.
- (d) Reclink's Privacy Policy contains information about how You may access and request correction of Your personal information held by Reclink or make a complaint about the handling of Your personal information, and provides information about how Reclink will deal with a complaint.
- (e) You acknowledge and agree that Your and Your Participant's personal information will be

collected, used, disclosed and sorted by Reclink to deliver the Membership and in accordance with Reclink's Privacy Policy.

- (f) If You do not provide Your or Your Participant's personal information, Reclink may not be able to accept Your Membership.

16. Amendments

- (a) Reclink may change these Terms and Conditions from time to time without prior warning.
- (b) The Terms and Conditions which appear on the Website at the time you place a Membership are those that apply to the Membership.
- (c) It is your responsibility to read and understand the Terms and Conditions that are in place when you purchase a Membership through the Website.

17. Events beyond Reclink's control

- (a) Reclink will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control (excluding COVID-19).
- (b) Reclink will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from an act, event, cause or circumstance arising directly or indirectly from SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), coronavirus disease 2019 or COVID-19, including any future resurgence or evolutions or mutations thereof or any related or associated or new epidemic, pandemic or disease outbreak.

18. Governing Law and Terms

- (a) These Terms and Conditions are governed by the laws of Victoria and the courts of Victoria and shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- (b) These Terms and Conditions contain all the provisions of the agreement between you and Reclink in relation to the purchase of a Membership.

Agreement

In order to proceed, you must have read and agreed to these terms and conditions of membership. By ticking the box below, you agree that if your application for Membership is accepted, you will be bound by these terms and conditions.



I agree that I have read, understood, acknowledge and agree to these terms and conditions of Membership, both on my behalf and on behalf of any person or organisation for whom I am lodging this application.

