



AGREEMENT TERMS AND CONDITIONS

BACKGROUND:

- A WIRES is established to rescue and care for Australian wildlife and WIRES' objects include:
- (i) actively rehabilitate and preserve Australian wildlife and inspire others to do the same;
 - (ii) rescuing and caring for sick, injured or orphaned native wildlife unable to fend for itself, with at all times the best interests of each individual animal placed first, with the object of returning the animal to the wild; and
 - (iii) entering into any arrangements, with any government, government authority or private body, that is conducive to its objects.
- B WIRES is registered as a charity with the Australian Charities.
- C You have applied to WIRES (**Application**) to receive 220 litre native wildlife water drinkers for an intent, need or to undertake an action, purpose, initiative or project (**Project**) that satisfies WIRES' objects.
- D These are the terms and conditions upon which WIRES will provide items to you for Projects that accord with WIRES' objects.

OPERATIVE TERMS:

1) Acceptance of Drinkers

You are deemed to accept and agree to all of these Terms and Conditions by making your Application or upon receiving any drinkers provided by WIRES.

Also, by the acceptance of the water drinker, you acknowledge that you are satisfied about its condition and state of repair and will not make any claim against WIRES in respect of its condition

2) Carrying out your Project

You must install the drinker(s) you receive within 6 weeks of delivery, following the instructions in the

manual and supply pictures to show the installation of each drinker.

You must regularly maintain and monitor the drinkers, cleaning and re-filling at least every 5-8 weeks in drought conditions, less in winter or rainy conditions, keeping up to date maintenance records.

All drinkers must be installed at least 500 metres away from each other and any other fresh water source. If over time they are no longer needed in the original location they should be relocated to another area of need.

Where you receive or purchase cameras for the drinkers, they need to be installed in accordance with the manual and the photos should showing the effectiveness of the drinker should be shared with WIRES at least once in every 8 weeks.

3) Requests for information and review of Project

You must provide any information in relation to the Project within 14 days (unless otherwise specified) of it being requested in writing by WIRES.

You must, at all reasonable times and upon reasonable notice being given, allow WIRES to access any place in which you are performing the Project.

4) Records

You must ensure that adequate operational records, are kept and maintained whilst carrying out the Project and for seven (7) years after the completion of the Project.

5) Inspection or Audit

WIRES or its authorised persons may undertake an audit of any aspect of the Project, the drinker installation, maintenance and monitoring at any time.

You must co-operate fully with any inspection or audit, including giving reasonable access to your premises, records and all materials and permitting WIRES to take copies of them relevant to the Project.

WIRES will give you reasonable notice of its requirements in relation to an inspection or audit and use its reasonable endeavours to minimise disruption and interference to your performance of the Project arising from an audit. Except where otherwise determined by WIRES, you are responsible for the costs of participating in an inspection/audit.

You must promptly take any reasonable action required by WIRES or its authorised persons to rectify any error, non-compliance or inaccuracy identified in an inspection/audit in relation to the Project or your performance of this Agreement.

6) Intellectual Property

'Intellectual Property' includes all statutory, legal, equitable and other proprietary rights and interests, including without limit, in copyright, patents, registered and unregistered trademarks, registered

designs, circuit layouts, and trade secrets.

You warrant that:

- (a) in carrying out the Project, you will not infringe any Intellectual Property rights; and
- (b) any report by you will not contain anything that, to your knowledge, is libellous or defamatory.

All Intellectual Property you create as part of the Project will be owned by you, but you shall grant to WIRES and it's authorised partners in this Project, a royalty-free licence to use any such Intellectual Property including permitting WIRES to make those reports, documents and any other materials publicly available and to otherwise communicate, reproduce, adapt and publicise them on a non-profit basis. This includes the use and reproduction of photographs for WIRES and other non-commercial purposes.

7) Privacy

Reports and information on the Project given to WIRES may be made publicly available.

WIRES will not disclose any information that is contained in the reports, documents and materials that you have indicated is confidential and that WIRES has agreed not to disclose.

WIRES will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent.

WIRES may disclose information contained in reports, documents and materials you have submitted to a third party for the purpose of evaluation of its Grant programs.

8) Variation, Transfer and Revocation of Project

You must seek and obtain the prior written approval of WIRES before varying any of the following:

- (a) the installation location(s) agreed for the drinker(s)
- (b) nature and purpose and agreement re the Project described in your Application;
- (c) the way in which the Project is to be carried out and completed, as outlined in your Application;
- (d) these Terms and Conditions.

WIRES may impose additional conditions on this Project when approving a variation.

In addition to any and all powers provided it at law, WIRES may by written notice to your address or by email or phone text message, require you to return the drinker(s) provided to you and retrieve the drinker(s) and/or camera(s) if you:

- (a) at any time give WIRES, misleading or false information;
- (b) are, in WIRES' opinion, not carrying out the Project with competence and diligence or in conformity with your Application;
- (c) do not comply with these Terms and Conditions;

- (d) being an individual, die, become mentally ill or are declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or
- (e) being a company, resolve to go into liquidation or enter into any scheme or arrangement with your creditors under the *Corporations Act 2001* or if any liquidator, receiver or official manager is appointed or if a petition or other Court proceedings is instituted for such appointment, or
- (f) being a non-profit organisation, cease to retain your non-profit status, or
- (g) being an organisation, cease to operate.

The water drinker is to be returned to WIRES at your cost in the event that you no longer require it to provide water for native wildlife.

You are to advise WIRES of any change of your mailing address, email address or mobile phone number.

9) Indemnities and insurance

You will indemnify and keep indemnified WIRES its members, officers, employees and agents from and against all actions, claims, demands and other proceedings that may be made or recovered against WIRES, its members, officers, employees and agents in respect of any damage to property, personal injury or death where the damage, injury or death was caused by any wilful, unlawful or negligent act or omission by you in relation to the carrying out of the Project.

Neither you nor any person engaged by you shall, by virtue of the Project, be in the service or employment of WIRES.

You shall be responsible for effecting and maintaining all insurances required under worker's compensation legislation and for taking all other actions requisite as employer of persons so engaged. You shall also be responsible for ensuring volunteers are covered by volunteer personal accident insurance.

If requested by WIRES you must use all reasonable endeavours to effect and maintain public liability insurance in relation to all premises and sites on which the Project is carried out for all works and activities undertaken for this Project.

The policies shall be made available to WIRES for inspection on request.

10) Dispute Resolution

If any dispute arises in relation to the water drinker, the following will apply:

10.1. The party claiming that a dispute has arisen in respect of the water drinker must notify

- the other party in writing specifying the nature of the dispute.
- 10.2. Within 14 days from the date of receipt of a notice of dispute the parties must confer at least once and use their best endeavours to attempt to resolve and finally settle the dispute.
 - 10.3. If the parties are unable to resolve the dispute within 21 days after receipt of the notice, the dispute must be referred to mediation before any arbitration or litigation proceedings are instituted.
 - 10.4. The mediator must be appointed by agreement between the parties. Where the parties are unable to agree on the appointment of a mediator, the mediator must be appointed by the Australian Commercial Disputes Centre (ACDC).
 - 10.5. The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation.
 - 10.6. Where the dispute is not settled within 30 days after the appointment of the mediator, then either party may commence court proceedings to resolve the dispute.
 - 10.7. Each party must pay their own costs required to participate in the mediation and share equally the costs of the independent mediator.