



Rural Aid

Rural Aid – Terms & conditions of use for Applicants

The Farm Army website is an online matching service platform (Platform) managed by Rural Aid Ltd (**Rural Aid**) that allows people in rural and regional communities, whether Organisations or Individuals, to advertise job opportunities (paid or volunteer) (**Opportunities**). The Platform also allows Applicants to indicate an interest in the Platform and receive updates regarding Opportunities.

By using the Platform, you agree that, to the greatest extent permitted by law, Rural Aid shall have no liability whatsoever to you as a result of making your details available to any Organisation or Individual who may take part, avail themselves or be involved in the Platform or an Opportunity identified through the Platform.

You acknowledge that so far as you are linked with any Organisation or Individual as part of the Platform, you will make your own assessment to determine whether such Organisation or Individual and its requirements are appropriate for your needs and skills.

You affirm that your interest in applying for an Opportunity through the Platform is based on personal choice and is undertaken freely. If the Opportunity is a Volunteer Position, you confirm that you have no expectation of monetary reward.

By using the Platform, you understand that listed Organisations and Individuals are independent of Rural Aid, are responsible for their own actions and are not agents of Rural Aid. Neither is Rural Aid acting as an agent of Organisations, Individuals or Applicants. Whilst listed Organisations and Individuals have indicated to Rural Aid when they have insurance or volunteer insurance (as relevant), Rural Aid cannot and does not warrant this, and you agree to substantiate this with Organisations and Individuals before accepting an Opportunity. Organisations or Individuals who have indicated they are uninsured have their Opportunities marked as not maintaining Public Liability and/or Volunteer Personal Accident insurance and Applicants are informed that they will not be covered and will be engaging in roles with uninsured Organisations or Individuals at their own risk.



Rural Aid

1. The terms & conditions

- a. Please read these terms and conditions carefully as they apply to your use of this Platform. By using this Platform you agree to be bound by these terms and conditions.

We may revise these terms and conditions from time to time by updating **this posting**. The revised terms will take effect when they are Posted.

- b. Please also visit the Platform's **privacy policy** to understand how we use and protect your personal information.

2. Operation of Platform

- a. Where a potential Applicant provides us with information in relation to an Opportunity Posted by you, we will endeavour to provide that information to you.

- b. The Platform may include information posted by Organisations and Individuals (including information posted by you), Applicants and other users of the Platform. The Platform may also include other information of a general nature, links to other websites and information.

- c. While we technically operate the Platform, we exercise no editorial control over much of the Content on the Platform, and in most cases the Content on the Platform is provided by other persons, such as Organisations or Individuals and other third parties (**Third Party Content**).

- d. Your correspondence or dealings with any Applicants or any other third parties are solely between you and those Applicants or third parties. You are responsible for selecting Applicants that are suitable for your Opportunity and for meeting all legal and other requirements in relation to those Applicants. We make no recommendation regarding the suitability of any Applicant. Other than recommending Applicants with skills which may be suitable for your Opportunity, Rural Aid does not screen or endorse the suitability of Applicants for any Opportunity. You are responsible for deciding if a prospective Applicant has the appropriate attributes and skills or is a fit and proper person to be engaged in work by you. We encourage Organisations and Individuals to conduct reference checks on Applicants before offering them an Opportunity. Business Queensland offers online business tools which may assist you in achieving good practice in selecting Applicants, which you can access **here**.



Rural Aid

- e. You are responsible for supervising the work, monitoring the conduct, and ensuring the health, safety, and welfare of an Applicant working or volunteering for you. You are responsible for entering into a proper agreement with a prospective Applicant before the Applicant starts working or volunteering for you. You agree that Rural Aid will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with Applicants.
- f. Organisations and Individuals may owe obligations to Applicants under the *Fair Work Act 2009* (Cth) (**FWA**) and other Applicable Laws where Applicants are deemed your employee. You must comply with all obligations under the FWA and other Applicable Laws in respect of such Applicants, including complying with all minimum wage and employment standards. You agree that Rural Aid is not an employer of any Applicant, is not your agent and has no responsibility or liability in connection with Applicants who may be deemed your employee or contractor.
- g. Organisations or Individuals may owe obligations under the *Work Health and Safety Act 2011* (Qld) (**WHS Act**) to those who accept an Opportunity. The WHS Act imposes an obligation on Organisations or Individuals who conduct a business or undertaking to ensure, so far as is reasonably practicable, the health and safety of the worker while they are at work. For example, if you offer accommodation to the worker, you may be required to maintain the accommodation premises so that the worker is not exposed to risks to their health and safety. This obligation applies equally to those who accept Volunteer Positions. Organisations and Individuals using the Platform are encouraged to review the guidelines around obligations to workers in order to structure their job opportunities appropriately. More information about your obligations is available [here](#). You should comply, and ensure that any Applicant you may provide an Opportunity to complies, with all local, State and Federal Applicable Laws, regulations and guidance relating to the Covid-19 pandemic. You agree that Rural Aid is in no way responsible or liable should any Applicant or any employee, officer, agent, representative or third party contract Covid-19 in undertaking an Opportunity or otherwise.



Rural Aid

- h. If the Opportunity relates to a Volunteer Position, you agree to comply with the **Code of practice for organisations involving volunteers** and to have due regard (as far as is practicable) to the **National Standards for Volunteer Involvement**.
- i. We do not monitor or exercise editorial control over Third Party Content, however we reserve the right at our discretion to:
 - i. access or examine any Third Party Content;
 - ii. refuse to provide any Content Posted by an Applicant to you (regardless of whether that Applicant was responding to an Opportunity Posted by you); and
 - iii. move, remove or disable access to Third Party Content which we consider, in our sole opinion, to breach any Applicable Law or to be otherwise unacceptable.
- j. We do not monitor or exercise editorial control over Third Party Content, however we reserve the right at our discretion to:
 - i. access or examine any Third Party Content;
 - ii. refuse to provide any Content provided by you to Organisations or Individuals (regardless of whether you were responding to a particular Opportunity); and
 - iii. move, remove or disable access to Third Party Content which we consider, in our sole opinion, to breach any Applicable Law or to be otherwise unacceptable.

3. Registration

- a. The Platform enables Organisations and Individuals to Post Opportunities to the Platform for access by potential Applicants. You will be required to **register with us** in order to Post Opportunities to the Platform and on our network of partner websites. When you register:
 - i. you must provide accurate, complete and updated registration information;
 - ii. you must safeguard any user name and password which is provided to you;



Rural Aid

- iii. you authorise us to assume that any person using the Platform with your user name and password is either you or is authorised to act for you; and
- iv. you may cancel such registration at any time by notifying us.
- b. You acknowledge and agree that we are under no obligation to accept any application for registration by you or any other person, including without limitation if you fail to meet our registration criteria or for any other reason.
- c. We may cancel your registration if you do not visit the Platform or update any of your Postings on the Platform for an extended period of time, if you fail to meet our registration criteria as amended from time to time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the letter or spirit of these terms and conditions, or have violated our rights or those of another party.

4. Insurance

- a. An Organisation or Individual who Posts an Opportunity on the Platform agrees that it is responsible for its own actions, including maintenance of both **Public Liability and Volunteer Personal Accident insurances (as relevant)**.
- b. If insured, the Organisation or Individual will effect and keep current Public Liability Insurance and Personal Accident Insurance for the Applicant/s selected for the Opportunity. If uninsured, the Organisation or Individual agree that all Applicants accessing information on the Platform will be advised that the Organisation or Individual does not maintain Public Liability and/or Personal Accident Insurance for workers and that the Applicant would be engaging with this Organisation or Individual at their own risk.
- c. Rural Aid may, but is not obliged to, request that you produce evidence of any required insurances at any time. In addition, you agree to immediately inform Rural Aid of any changes in the status of required insurance coverage.
- d. Any Organisation or Individual listing Opportunities acknowledges that it is not an agent of Rural Aid and will not hold itself out as such. The Organisation or Individual further acknowledges and agrees that it is solely responsible for the operations or conduct of its Applicants or of any affiliate organisation(s) using this listing service and that it will indemnify



Rural Aid

and hold harmless Rural Aid in the event of any breach of this declaration.

5. Your use of the Platform

- a. You must not Post any Content that:
 - i. you do not have the right to Post;
 - ii. is defamatory or in contempt of any legal or other proceedings;
 - iii. is misleading or deceptive;
 - iv. incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - v. denounces religious or political beliefs;
 - vi. includes religious or political material which is or is likely to be offensive;
 - vii. is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety or of a menacing character or is likely to annoy or concern any person;
 - viii. infringes any copyright, trade mark, patent or other intellectual property right of another person;
 - ix. contains any unsolicited or unauthorised advertising or promotional material;
 - x. contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
 - xi. impersonates any person or misrepresents your relationship with any person.
- b. You must not:
 - i. disrupt or interfere with the Platform or servers or other
 - ii. software, hardware or equipment connected to or via the Platform;
 - iii. violate any Applicable Law relating to your use of the Platform; or
 - iv. collect or store personal data about other users of the



Rural Aid

Platform.

- c. You must not:
- I. include links to external websites in the Opportunities you post and/or ask volunteers to apply or express interest via a different website;
 - II. include other means of application (eg phone, email, etc) in your Opportunity listing. All applications must go via the 'express interest' button.

6. Intellectual property rights

- a. You acknowledge that Content on the Platform is subject to copyright and possibly other intellectual property rights (**Intellectual Property Rights**).
- b. Unless you are expressly authorised by law you must not yourself do the following, or participate in or permit any other person to do the following:
 - i. sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
 - ii. use any Content on any other website or in a networked computer environment for any purpose; or
 - iii. otherwise infringe the Intellectual Property Rights of any person in using the Platform or any Content.
- c. Nothing you do on or in relation to the Platform will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated.
- d. In relation to any Content Posted by you, you grant us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.



Rural Aid

7. Links

We have not reviewed all of the sites linked to this Platform and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Platform (including without limitation sites linked through advertisements). The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk.

8. Privacy

In using the Platform, you may give us personal information. Our privacy policy is available and can be viewed on this Platform.

9. Use of the Platform is at your risk

- a. You use the Platform at your risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. You should seek your own independent advice with respect to any Content.
- b. We endeavour to provide a convenient and functional Platform, but we do not guarantee that the Content will be error free or that the Platform or the server that operates it are free of viruses or other harmful components.
- c. If your use of the Platform results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.
- d. Without limiting the above provisions, you use the Platform at your risk and everything on the Platform is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent permitted by law, we expressly disclaim and exclude any representation or warranty whether express or implied under or in relation to your use of the Platform. Where such a condition cannot be excluded then, to the extent permitted by law, our liability is limited, at our option, to re-supply of the good or service to which the condition relates or the payment of the cost of such a re-supply.



Rural Aid

10. Limitation of liability

- a. You agree that, to the maximum extent permitted by law, we have no liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising out of or in connection with these terms, the Platform, Opportunities or the Content.
- b. To the extent permitted by law no party involved in creating, producing, or delivering the Platform or any Content will be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Platform and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

11. General provisions

- a. We will give you any necessary notices by posting them on the Platform. You agree:
 - i. to check the Platform for notices; and
 - ii. that you will be considered to have received a notice when it is made available to you by posting on the Platform.
- b. You acknowledge that we may, in our sole discretion and with or without notice:
 - i. vary the Platform or any part of the Platform;
 - ii. vary these terms and conditions; and
 - iii. modify or discontinue this Platform, any part of the Platform and the services available on it.
- c. The provisions of these terms and conditions entitled "Use of the Platform is at your risk", "Limitation of liability," and "General provisions" will survive cancellation of your registration or termination of this agreement.
- d. If any part of this agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.



Rural Aid

- e. This agreement will be governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Queensland, Australia.
- f. You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Platform or the Content or your breach of this agreement.

12. Definitions

- a. **Applicable Law** in relation to any person, action or thing means the following in relation to that person, action or thing:
 - i. any law, rule or regulation of any country (or political sub-division of a country);
 - ii. any obligation under any licence in any country (or political sub- division of a country); and
 - iii. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).
- b. **Applicant** means a person applying for an Opportunity through the Platform.
- c. **Content** includes things that you may see, read, hear, download or access on or via the Platform (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).
- d. **Individual** means an individual who has Posted an Opportunity on the Platform.
- e. **Opportunity** means an opportunity to undertake paid work or unpaid work (Volunteer Position) which has been Posted by an Organisation or Individual on the Platform.



Rural Aid

- f. Organisation means an organisation (including, but not limited to, an association, cooperative, company or partnership) who has Posted an Opportunity on the Platform.
- g. Post or Posted includes uploaded, posted, emailed or otherwise electronically transmitted.
- h. Volunteer Position means an Opportunity which is undertaken by an Applicant by Volunteering.
- i. Volunteering has the meaning set out in the “Definition & Principles of Volunteering” set out below in these terms and conditions.
- j. We or us means Rural Aid Ltd ACN 605 783 597.

Definition & principles of volunteering

Advertisers of Volunteer Positions on this Platform must adhere to the following definitions and principles.

Under Farm Army's Terms and Conditions, an Opportunity can be either a paid position or a Volunteer Position. A Volunteer Position is undertaken through Volunteering, which is generally defined as working without the expectation of payment or financial reward. It is an activity that can occur in any setting and has the following characteristics:

- It has a direct benefit to the community and the volunteer (whether the benefit is tangible or intangible);
- It is undertaken by choice;¹ and
- It is unpaid.² However, the volunteer may receive reasonable or appropriate reimbursement for out-of-pocket expenses incurred that are associated with the role, and/or may receive a monetary or other incentive/reward.³

1. Choice is an act of selecting or making a decision when faced with two or more possibilities. Typically, the law considers that where the work arrangements carry moral obligations and are motivated by the volunteer's altruism



Rural Aid

(rather than by legal obligations), this is more likely to constitute volunteer work.

2. The definition of a paid employee is set out in the *Fair Work Act 2009* (Cth).
3. A direct monetary or other incentive/reward could include a tangible item such as a movie ticket or an enabling amount of money, for example a living allowance. The provision of accommodation, meals and the use of facilities by an Organisation or Individual does not necessarily affect the 'unpaid' status of the work done.
4. If you are unsure whether a particular Opportunity constitutes volunteering you should seek independent legal advice to ensure you comply with your legal obligations.

Disclaimer

The information and materials presented on this Platform are distributed as an information source only.

While every effort has been made to ensure the accuracy and completeness of the information, no warranty or guarantee is given nor responsibility taken for errors or omissions.

As the information is for general use and not intended to serve as advice, no warranty is given in relation to the accuracy, reliability or appropriateness of any information. No part of the information is intended to replace detailed and expert advice in respect of individual circumstances. Users are therefore encouraged to consult with their chosen professional advisers before making any decision.

We do not accept any liability for any loss or damages for the information or advice provided on this Platform or incorporated into this Platform by reference, or which is incurred as a result of the use of, or reliance upon, the information and advice contained on this Platform.

This Platform may include information from, and the views and recommendations of third parties. Unless specifically stated to the contrary, the information, views and recommendations may not necessarily reflect our information, views or recommendations.



Rural Aid

The Platform may also include links to other websites. Inclusion of any links to any website does not constitute an endorsement from us of the organisation, its views, products or services. We disclaim all and any liability to any person in respect to any consequence of actions or otherwise based on information contained on this Platform.