

TERMS OF USE

Volunteering Victoria Website

www.volunteeringvictoria.org.au

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INTRODUCTION

Volunteering Victoria requires a basis for its website to govern its use by all visitors. This includes operation of the Site, use of the Site, intellectual property rights, links, privacy, risks involved in using the Site, limitation of liability and general provisions.

Application: these Terms of Use apply to volunteers, volunteer-involving organisations and the general public.

As a visitor or user of the Volunteering Victoria's website, your use indicates your acceptance of the terms and conditions contained in this document.

This website is owned and operated by Volunteering Victoria, ABN 79 378 017 212.

Volunteering Victoria Centre reasonable efforts to make sure that the information on this website is up-to-date and accurate. However, Volunteering Victoria cannot guarantee the accuracy, reliability, completeness or suitability of the information contained in this website.

The information contained in this website is not material which is particularised to your situation or query and accordingly, you should rely on your own inquiries in relation to any particular matter.

Please note that you use this website and any linked sites, strictly at your own risk.

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. Content includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).
- c. Posted includes uploaded, posted, emailed or otherwise electronically transmitted.

- d. We or us means Volunteering Victoria.
- e. Service means our volunteer role search portal.
- f. Community organisation means any of the following that organises the doing of community work by volunteers:
 - i. a corporation;
 - ii. a trustee acting in the capacity of trustee;
 - iii. a church or other religious group;
 - iv. a registered political party as defined under the Electoral Act 1992 or the Commonwealth Electoral Act 1918 (Commonwealth);
 - v. the Crown (within the meaning of the Crown Proceedings Act 1980);
 - vi. a local government; or
 - vii. any public authority constituted under an Act

TERMS & CONDITIONS OF USE FOR VOLUNTEERS

Terms of use

Please read these terms and conditions carefully as they apply to your use of the Volunteering Victoria website (<https://www.volunteeringvictoria.org.au/>). By using this Site, 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.

Please also visit our Privacy Policy to understand how we use and protect your personal information.

Operation of Site

- a. The Service via the GoVolunteer widget enables volunteers such as yourself to access volunteer opportunities. These volunteer opportunities will be posted electronically on the Site via the GoVolunteer widget by volunteer-involving organisations. The Site may also include other information of a general nature, links to other websites and information. The information provided by Volunteering Victoria is limited to that provided to it by volunteer-involving organisation without being checked or tested.
- b. By using the Service, you consent to allow Volunteering Victoria to forward the personal details provided by you via the GoVolunteer widget to a registered volunteer-involving organisation for the sole purpose of obtaining a volunteer position with the registered organisation. You permit Volunteering Victoria to use such data for subsequent follow-up for research and statistical analysis.
- c. The Service via the GoVolunteer widget only seeks to match your interests in pursuing volunteering with similar opportunities to participate in volunteering activities offered by volunteer-involving organisations. Those organisations will then contact you directly and it is the responsibility of you and the volunteer-involving organisation to determine whether you both wish to pursue the volunteering opportunity.
- d. Your correspondence or dealings with any volunteer-involving organisation or any other third parties are solely between you and those volunteer-involving organisations or third parties. We are making no recommendation in relation to the appropriateness of any volunteering opportunity. We do not contract with you and are not responsible in any way for any legal or other requirements relating to any volunteering opportunity. You agree that we will not be liable or responsible for any loss or damage of any sort

incurred as the result of your dealings with a volunteer-involving organisation. Volunteering Victoria is not responsible for the operations or conduct of registered volunteer-involving organisations and/or volunteers referred to those organisations.

- e. 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. 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.

Use of Site

- 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 menacing character or is likely to annoy or concern;
 - 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 Site or servers or other software, hardware or equipment connected to or via the Site;
 - ii. violate any Applicable Law relating to your use of the Site; or
 - iii. collect or store personal data about other users of the Site.

Intellectual property rights

- a. You acknowledge that Content on the Site 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, or

participate in or permit any other person, to:

- 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 web site or in a networked computer environment for any purpose; or
 - iii. otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.
- c. Nothing you do on or in relation to the Site 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, but subject to our Privacy Policy discussed below, you grant us a perpetual, irrevocable, royalty-free licence to use that content for the purposes for which the Site exists.

Links

We have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (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.

Privacy

In using the Site you may give us personal information. View our [Privacy Policy](#).

Use of the Site is at your risk

- a. You use the Site 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 Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
- c. If your use of the Site 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 Site at your risk and everything on the Site 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 Site. 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.

Limitation of liability

- a. To the 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 in relation to these terms, the Site or the Content.
- b. To the extent permitted by law no party involved in creating, producing, or delivering the Site 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 Site 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.

General provisions

- a. We will give you any necessary notices by posting them on the Site. You agree:
 - i. to check the Site 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 Site.
- b. You acknowledge that we may, in our sole discretion and with or without notice,
 - i. vary the Site or any part of the Site; and
 - ii. modify or discontinue this Site, any part of the Site and the services available on it without notice.
- c. The provisions of these terms and conditions entitled "Use of the Site 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.

- e. This agreement will be governed by the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Victoria, 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 Site or the Content or your breach of this agreement.

TERMS & CONDITIONS OF USE FOR VOLUNTEER-INVOLVING ORGANISATIONS

Please read these terms and conditions carefully as they apply to your use of the Volunteering Victoria website (<https://www.volunteeringvictoria.org.au/>). By using this Site, 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.

Please also visit our [Privacy Policy](#) to understand how we use and protect your personal information.

Operation of Site

- a. The Site may include information of a general nature, links to other websites and information.
- b. Your correspondence or dealings with any potential volunteers or any other third parties are solely between you and those potential volunteers or third parties. You are responsible for selecting volunteers that are suitable for your organisation and for meeting all legal and other requirements in relation to those volunteers. We make no recommendation regarding the suitability of any volunteer. You are responsible for deciding if a prospective volunteer has the appropriate attributes and skills or is a fit and proper person to be engaged in work by your organisation. You are responsible for supervising the work, monitoring the conduct, and ensuring the health, safety, and welfare of a volunteer working at your organisation. You are responsible for entering into a proper agreement with a prospective volunteer before the volunteer starts work at your organisation. You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of your dealings with volunteers.
- c. Your organisation agrees that Volunteering Victoria may list contact details of the organisation and available volunteer opportunities on Volunteering Victoria's website [volunteeringvictoria.org.au](https://www.volunteeringvictoria.org.au)
- d. 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. 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.

Your use of the Site

- 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 Site or servers or other software, hardware or equipment connected to or via the Site;
 - ii. violate any Applicable Law relating to your use of the Site; or
 - iii. collect or store personal data about other users of the Site

Intellectual property rights

- a. You acknowledge that Content on the Site 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, or participate in or permit any other person, to:
 - 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 web site or in a networked computer environment for any purpose; or
 - iii. otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.

- c. Nothing you do on or in relation to the Site 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.

Links

We have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (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.

Privacy

In using the Site you may give us personal information. View our [Privacy Policy](#).

Use of the Site is at your risk

- a. You use the Site 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 Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
- c. If your use of the Site 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 Site at your risk and everything on the Site 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 Site. 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.

Limitation of liability

- a. To the 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 in relation to these terms, the Site or the Content.
- b. To the extent permitted by law no party involved in creating, producing, or delivering the Site 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 Site 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.

General provisions

- a. We will give you any necessary notices by posting them on the Site. You agree:
 - i. to check the Site 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 Site.
- b. You acknowledge that we may, in our sole discretion and with or without notice,
 - i. vary the Site or any part of the Site; and
 - ii. modify or discontinue this Site, any part of the Site and the services available on it without notice.
- c. The provisions of these terms and conditions entitled "Use of the Site 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.
- e. This agreement will be governed by the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Victoria, 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 Site or the Content or your breach of this agreement.

TERMS & CONDITIONS FOR MEMBERSHIP

Membership with Volunteering Victoria provides many [valuable and rewarding benefits](#) that help support our vision for resilient communities and empowered, active citizens through volunteering. Please see our [membership overview](#) to view all options, fees and benefits.

Terms & conditions

1. **Disputes & Grievances:** All disputes over membership shall be communicated in writing and addressed to CEO at info@volunteeringvictoria.org.au or via post:

OurCommunity House

552 Victoria Street, North
Melbourne Victoria 3051

We will acknowledge receipt within seven days of receipt. Depending on the nature of the dispute, options for resolution may include:

- Meeting & discussion with CEO/Board
- Mediation with CEO/Board
- Other, including legal action.

Please see our Complaints policy [here](#).

Related Policies

Please read our [Privacy Policy](#) & [Refund Policy](#).

Declaration of Insurance

By paying membership fees for full members, the organisation declares that it is covered by a current Public Liability and Personal Accident (Volunteer) Insurance, as stated on the invoice. The organisation also agrees to notify us within seven days if there are any significant changes to their insurance policies.

Business Turnover

Business Turnover (as declared) for the purposes of member category may be queried/verified by us at any time and we reserve the right to amend the membership level/fees to correctly reflect turnover of the organisation.

Disclaimer

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

While every effort has been made to ensure the accuracy and completeness of the information, no 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 website or incorporated into this website by reference, or which is incurred as a result of the use of, or reliance upon, the information and advice contained on this website.

This website 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.

The website 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 website.

Copyright

The material contained on this website is copyright to Volunteering Victoria under the Copyright Act 1968 except when explicitly stated to the contrary and is intended for your general use and information.

You may download, store in cache, display, print and copy the information in unaltered form only for your personal, non-commercial use or use within your organisation.

You may not re-transmit, distribute or use the material for any commercial purpose without our permission or the stated copyright owner.

If you wish to reproduce Volunteering Victoria material, please contact our team on **(03) 9052 4524**.

TERMS & CONDITIONS FOR MEMBES

General

The Volunteering Victoria Member Portal ([Membes](#)) is one of the many ways we support our members to connect, learn and grow as we strive towards our goal to strengthen the capability and impact of Victoria's volunteering sector. The Member Portal provides access to information described below. Members shall use the member portal solely in connection with Volunteering Victoria services.

Members are authorized to use the Member Portal for the following activities:

- View and update your profile details
- View invoices
- Event registrations
- View and download Membership Certificate
- View digital membership card
- Completing CPD activity logs
- Use of Website forms
- Interacting in Groups and Forums
- Any other future developed activities

Terms of use

Please read these terms and conditions carefully as they apply to your use of the Volunteering Victoria Member Portal. By using the Member Portal, you agree to be bound by these terms and conditions and the Membes [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.

Please also visit our [Privacy Policy](#) to understand how we use and protect your personal information.

Data Protection

- a. Membes holds paramount the safety of Volunteering Victoria's data and will take all commercially reasonable steps to ensure that Volunteering Victoria's data is protected from unauthorised access. Membes' personnel will not access the personal details of Volunteering Victoria's members without Volunteering Victoria's written consent and only in the course of providing the Services.
- b. Membes and Volunteering Victoria will use their best endeavours to cooperate and take all reasonable steps to contain any suspected or known

data breach.

- c. Volunteering Victoria acknowledges that it may share obligations with Membes in relation to the Services under the Notifiable Data Breaches (NDB) Scheme pursuant to the Privacy Act 1988. Under this Agreement, an "eligible data breach" has the meaning given in section 26WE of the Privacy Act.
- d. Membes and Volunteering Victoria mutually agree that all eligible data breaches related to the Services, whether or not Volunteering Victoria is an entity covered by the NDB scheme, will be notified to the Australian Information Commissioner and to affected individuals in the manner prescribed by the NDB Scheme.
- e. If either Membes or Volunteering Victoria becomes aware that a suspected or known eligible data breach has, or may have, occurred in relation to the Services, it must:
 - i. notify the other party by email as soon as it becomes aware of the known or suspected data breach; and
 - ii. confirm the full details of the known or suspected data breach by written notice to the other party as soon as is reasonably practicable.

Account information

By using the Volunteering Victoria Member Portal ([Membes](#)), you accept responsibility for:

- a. maintaining the confidentiality of any account information including usernames, logins, passwords, and security questions and answers that you use to access any page or feature on this Portal;
- b. logging off from your account and any protected areas of the Portal;
- c. all activities occurring under your accounts, usernames, logins, passwords, and security questions and answers including that which may result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures; and
- d. promptly reporting any suspicious or unauthorised conduct concerning your accounts, usernames, logins, passwords, or security questions and answers to the Department where you become aware of it.

User acting on behalf of another person

Where you are using this Portal relating to, or to carry out a transaction on behalf of, another person:

- a. you must be currently appointed by that other person to access that Material or carry out that transaction on their behalf, and that appointment must not have been revoked;
- b. if that appointment is based on you holding a certain position (for example, as that other person's employee or agent) – you must currently hold that position;
- c. if that appointment is based on you holding a certain qualification (for example, as a legal practitioner) – you must currently hold that qualification and that qualification must not currently be suspended or cancelled; and
- d. you agree to comply with any request made by Volunteering Victoria for you to verify your appointment to act under paragraph 5(a), (b) or (c) above.

Online payments

- a. Online payments may be made through the Volunteering Victoria Member Portal, the gateway operated by NAB/EWAY. Volunteering Victoria does not charge a surcharge for use of the gateway.
- b. Volunteering Victoria accepts no responsibility for the delivery of services by any independent third-party service providers to the extent permitted by law and is not responsible for errors made by you when authorising any deduction against your credit or debit card.
- c. Subject to any responsibilities implied by law and which cannot be excluded, Volunteering Victoria is not liable to you for any losses, damages, liabilities, claims and expenses (including legal costs and defence or settlement costs) whatsoever arising out of or referable to the Payment Gateway or to third party material, whether in contract, tort (including negligence), statute or otherwise.
- d. Any credit or debit card related data (including your credit or debit card details) will be stored and maintained in the Payment Gateway and not within this Portal.

Disclaimer

- a. Volunteering Victoria does not warrant, guarantee or make any representation that:
 - i. the Portal, or the servers that make the site available on the Internet are free of software viruses;
 - ii. the functions contained in any software contained on the Portal will operate uninterrupted or are error-free; and

- iii. errors and defects in the Portal will be corrected.
- b. To the extent permitted by law, Volunteering Victoria is not liable to you for:
- i. errors or omissions in the Portal, or linked sites on the Internet;
 - ii. delays to, interruptions of or cessation of the services provided via the Portal, or linked sites;
 - iii. the Portal not being available or operative; and
 - iv. defamatory, offensive or illegal conduct of any user of the Portal, whether caused through the Volunteering Victoria's negligence or the negligence of its employees, independent contractors or agents, or through any other cause.
- c. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Portal.
- d. Under no circumstances (including due to any act or omission on the part of Volunteering Victoria) will Volunteering Victoria be liable to you for any direct or indirect loss or damage (including special, consequential or exemplary damages or damages for loss of profits, goodwill, use, data or other intangible losses) suffered by you as a result of, or in connection with:
- i. your use of the Portal (including any Material or links made available through the Portal or reliance on any opinions or recommendations made available through the Portal);
 - ii. your use of any links and linked websites made available through the Portal or any Material made available through such linked websites;
 - iii. unauthorised access to, or alteration of, Your Material (including during your transmission of Your Material over the Internet); and
 - iv. statements or conduct of any third parties on the Portal (including opinions and recommendations of third parties or materials made available for download).