



## **Email Legal Notice**

### **1. Applicability**

Email is an integral part of Heyfield Wetlands operations and an important means of communicating with visitors, volunteers, service providers and third-parties.

### **2. Purpose**

The purpose of this Email Legal Notice is to regulate the use and receipt of email to and from Heyfield Wetlands in accordance with the Electronic Transactions Act 2000 (Vic).

### **3. Scope**

Emails, attachments to emails, and links within emails are collectively referred to as 'email' in this Email Legal Notice.

### **4. Email from Heyfield Wetlands**

Email from Heyfield Wetlands is intended for named recipients only. Persons copied are also named recipients. Any other persons in receipt of email from Heyfield Wetlands are unauthorised recipients of Heyfield Wetlands email. Heyfield Wetlands cannot and will not be liable for unauthorised forwarding and distribution of email. As an authorised recipient, in your personal capacity, or authorised representative of an organisation, you agree to receive communications electronically.

### **5. Confidentiality and Privilege of Heyfield Wetlands Email**

Heyfield Wetlands email may contain confidential and/or privileged information. Any dissemination, distribution or copying by persons other than the intended recipient(s) is prohibited. If you are an unauthorised recipient, kindly: – Notify the sender if the sender is a Heyfield Wetlands representative; or – Notify Heyfield Wetlands at [informationcentre@heyfieldwetlands.org.au](mailto:informationcentre@heyfieldwetlands.org.au) if the sender is a third-party. If you are an unauthorised recipient please destroy all email in electronic and hard copy format which you have received as an unauthorised recipient and/or have printed without authority. Thank you for your assistance.

## **6. Access, Monitoring and Interception**

To comply with law and in line with international standards and best practice relating to the use of information technology in its business, Heyfield Wetlands monitors and intercepts 'live' 2 (travelling over telecommunications networks) communications such as email (blocking, filtering, scanning). Where necessary, to manage business risk and if required by law, Heyfield Wetlands will also access static information created, received, communicated and stored (processed) by it as part of its business and in the pursuit of its legal obligations.

## **7. Privacy**

As a result of Heyfield Wetlands' practice of monitoring and intercepting live email communications, and accessing static (archived) email, you can have no expectation of privacy with respect to email communication to and from Heyfield Wetlands. If you do not agree to this limitation of your possible right to privacy, you should not communicate with Heyfield Wetlands via email. Please also see Heyfield Wetlands Website Terms of Use and Privacy Policy published at <https://www.heyfieldwetlands.org.au/> which are related legal notices.

## **8. Third Party Service Providers and Force Majeure Events**

Heyfield Wetlands relies on various third-party service providers such as telecommunications and internet service providers. These are based in Australia, and possibly in other countries also. Heyfield Wetlands cannot and will not be liable for delays, damages or the non-availability of email and related services which are beyond its control due to third-party dependencies and force majeure events.

## **9. Warrantees and Representations**

No warranties are made or implied that any volunteer, employee or contractor of Heyfield Wetlands is or was authorised to create and/or send email on behalf of Heyfield Wetlands.

## **10. Unauthorised Use of Heyfield Wetlands Email Systems**

Heyfield Wetlands regulates its internal environment in accordance with Australian law and administrative, technical and physical controls. In the event that these controls, which include rules on the acceptable use of email are contravened by users, the users themselves will be liable. Heyfield Wetlands directors and management shall not accept liability arising from such contravention.

## **11. Damages Arising from Email from Heyfield Wetlands**

Email technologies and the use of related telecommunication systems and networks expose Heyfield Wetlands to dynamic security and business risk. Heyfield Wetlands manages this risk in accordance with Australian law, relevant international law, international standards, best practice and through its policies, procedures, and guidelines to prevent unauthorised access to or abuse of its systems and networks. While Heyfield Wetlands is committed to a reasonable

standard care and diligence, Heyfield Wetlands cannot and will not be liable for damages arising from the use of email which are beyond its control.

## **12. Dispatch and Receipt of Email**

Senders of email addressed to Heyfield Wetlands agree that email is deemed received by Heyfield Wetlands only when receipt is confirmed orally or in writing. Email from Heyfield Wetlands will be deemed dispatched as and when reflected in the Heyfield Wetlands email server logs. For all purposes, the place of dispatch and receipt of email from and to Heyfield Wetlands shall be Heyfield, Victoria, Australia.

## **13. Requirements for Valid Agreements**

Unless otherwise agreed, it is Heyfield Wetlands policy that no binding agreements will be entered into through the use of email. Any offers made or received via email will be regarded merely as part of the process of negotiation until such time as Heyfield Wetlands confirms the conclusion of an agreement.

## **14. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of Victoria, Australia.

## **15. Skill, Diligence, Care**

Heyfield Wetlands will exercise reasonable skill, diligence and care as may reasonably be expected in the use of email by a similar organisation.

## **Contact Us**

If you have any questions or concerns about our Email Legal Notice, please contact us at:

Email: [<https://www.heyfieldwetlands.org.au/>]

Mail: [Heyfield Wetlands, 1A MacFarlane Street, Heyfield VICTORIA 3858 Australia]