

Athlete Agreement Terms and Conditions



WESTERN AUSTRALIAN INSTITUTE *of* SPORT

Contents

1	BACKGROUND	3
2	INTERPPRETATION	3
3	TRAINING AND YOUR PROGRAM	5
4	STANDARDS OF BEHAVIOUR	6
5	NO MATCH FIXING OR GAMBLING	6
6	SPONSORSHIPS	7
7	ANTI-DOPING	7
8	HEALTH AND SAFETY	8
9	MEDICAL	8
10	MARKETING AND MEDIA	9
11	PERSONAL AND HEALTH INFORMATION	10
12	GOODS AND SERVICES TAX	11
13	CONFIDENTIALITY	11
14	INTELLECTUAL PROPERTY	12
15	DISPUTE RESOLUTION	13
16	RELEASE AND INDEMNITY	14
17	TERMINATION AND SUSPENSION	15
18	RETURN OF PROPERTY	15
19	NOTICES	15
20	BEST ENDEAVOURS	16
21	WAIVER	16
22	POLICIES	16
23	ENTIRE AGREEMENT	16
24	GOVERNING LAW	17
25	SEVERABILITY	17
26	REVIEW AND REVISIONS	17

1 BACKGROUND

The Western Australian Institute of Sport (**WAIS**) provides training and facilities to developing and established Western Australian athletes in a wide array of sports to enable athletes to achieve international sporting success.

WAIS has offered to provide you with services on the terms and conditions set out in this agreement, to which you have agreed.

2 INTERPRETATION

2.1 In this agreement:

- (a) words importing the singular shall include the plural and vice versa and words importing the first person singular shall include the third person singular and vice versa;
- (b) **Athlete** means you;
- (c) **Athlete Code of Conduct** means the WAIS Athlete Code of Conduct as in place and amended from time to time.
- (d) **Agreement** means this agreement;
- (e) **Anti-Doping Policy** means the WAIS Anti-Doping Policy as in place and amended from time to time.
- (f) **Association** means the Association described in your WAIS Athlete Agreement;
- (g) **Coach** means the person or persons specified in the Program as the Coach of the Athlete;
- (h) **Confidential Information** includes, but is not limited to, any information relation to WAIS's Intellectual Property, technology, business, finances, clients, suppliers, employees, contractors, excluding information that is available in the public domain (other than as a result of a breach of this agreement) and includes:
 - (i) trade secrets, Intellectual Property, know how and specifications in respect of the WAIS's products and services;
 - (ii) commercially valuable information of the WAIS and information that would be of commercial value to a competitor of the WAIS;
 - (iii) all knowledge and information relating to the WAIS's clients, organisation, processes, specifications and technology;
 - (iv) matters not generally known outside the WAIS, such as developments relating to the WAIS's clients and projects, existing and future services marketed or used or to be marketed or used, or rejected, by WAIS and persons or parties dealing with WAIS;
 - (v) information that relates to the WAIS's financial affairs including profit and loss statements, balance sheets, price lists and profitability reports;
 - (vi) third party information disclosed to WAIS or you in confidence;

- (vii) training materials;
 - (viii) information which by its very nature might reasonably be understood to be confidential or to have been disclosed to you in confidence; and
 - (ix) information which WAIS indicates is confidential.
- (i) **Condition** means any illness, injury, impairment or physical or mental condition;
 - (j) **Clinical Gap Payment Schedule** means the schedule developed by WAIS for determining the level of payment for medical services received by athletes;
 - (k) **Chief Executive Officer** means the person designated as such by WAIS from time to time and specified in Schedule 1 or any person designated by the Chief Executive Officer to act on his/her behalf;
 - (l) **GST** means any goods and services tax, value added tax, retail turnover tax, consumption tax, or any similar tax, impost or duty introduced or charged by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any other statute of the Commonwealth of Australia or any state or territory of Australia, which is or may be levied or becomes payable in connection with the supply of the services or benefits under this Agreement;
 - (m) **GST Amount** means the amount of GST which is payable on the services or benefits provided under this Agreement or any part thereof, or any amount of GST WAIS is liable to pay in connection with this Agreement;
 - (n) **Health Care Provider** means and includes doctors, specialists, consultants, psychologists, physiotherapists and other therapists or practitioners who provide services related to physical and mental health;
 - (o) **Health Information** means information or an opinion about:
 - (i) the health, including an illness, disability or injury, (at any time) of an individual; or
 - (ii) an individual's expressed wishes about the future provision of health services to the individual;
 - (iii) a health service provided, or to be provided, to an individual;
 - (iv) other personal information collected to provide, or in providing, a health service to an individual; or
 - (v) genetic information about an individual in a form that is, or could be, predictive of the health of the individual or a genetic relative of the individual.
 - (p) **Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and rights to require information to be kept confidential, and all rights to apply for any of the above, but does not include Moral Rights (as defined in the *Copyright Act 1968* (Cth)) that are not transferable.

- (q) **National Sports Tribunal** means the Australian Government sport dispute resolution tribunal established by the *National Sports Tribunal Act 2019*.
- (r) **National Sports Tribunal Legislation** means the *National Sports Tribunal Act 2019*, and all other delegated legislation made under the authority of the *National Sports Tribunal Act 2019*, including the *National Sports Tribunal Rule 2020*, and the *National Sports Tribunal Practice and Procedure Determination 2020*, including as amended or substituted from time to time.
- (s) **NIF Competition Manipulation and Sport Gambling Policy** means the WAIS National Integrity Framework Competition Manipulation and Sport Gambling Policy as in place and amended from time to time. (Formerly the WAIS Anti-Match Fixing Policy).
- (t) **Personal Information** means information or an opinion, whether true or not, and whether recorded in a material form or not, about the Athlete or from which the Athlete could be reasonably identified.
- (u) **Privacy Policy** means the WAIS Privacy, Confidentiality & Access Policy as in place and amended from time to time.
- (v) **Program** means the program identified in the letter from WAIS to the Athlete notifying the Athlete of the grant of the WAIS Scholarship.
- (w) **Sensitive Information** means information or an opinion about an individual's racial or ethnic origin, political opinion, religious beliefs, association memberships, sexual orientation, criminal record or health, genetic or biometric information that is also Personal Information;
- (x) **Sponsor** means any person, corporation or entity designated as such by WAIS;
- (y) **Sponsorship** means an arrangement under which an Athlete receives any benefit in exchange for the promotion or use of a third party's product or service and includes arrangements where the Athlete does not receive any monetary payment but receives any type of consideration e.g. free playing apparel or equipment, free products or services; and
- (z) **Sport** means the sport defined in the WAIS Athlete Agreement.
- (aa) **Sport Integrity Australia** means the Australian Government entity responsible for administering the World Anti-Doping Code as the Australian National Anti-Doping Organisation and established by the Sport Integrity Australia Act 2020
- (bb) **Supplements Policy** means the WAIS Supplements Policy as in place and amended from time to time.

3 TRAINING AND YOUR PROGRAM

3.1 You must:

- (a) undertake the Program in an endeavour to achieve and maintain an international standard of excellence in the Sport;
- (b) attend all training sessions, meetings and any other events specified in the Program unless you have a satisfactory reason not to and have advised your Coach;

- (c) do everything reasonably necessary to attain and maintain a level of health and physical fitness required to effectively undertake the Program;
- (d) wear only approved playing apparel at all training sessions, meeting and events;
- (e) compete in all events in which you are selected or otherwise directed by your Coach to compete in as part of the Program, unless you have a satisfactory reason not to which is agreed to by your coach;
- (f) comply with all lawful and reasonable requirements of WAIS and the Association including as to training, preparations for competition, attendance at WAIS and Association functions, behaviour and dress when carrying out your obligations under the Agreement;
- (g) comply with the policies and procedures of WAIS and the Association; and
- (h) not enter into any agreement or understanding, which would prevent you from complying with any of the provisions of this Agreement.

4 STANDARDS OF BEHAVIOUR

4.1 As an athlete, you represent WAIS, WA, and at times Australia:

- (a) during training and competition performances;
- (b) during events and promotional activities; and
- (c) in the general community outside of participating in your Sport as WAIS athletes uphold community values and act as role models.

4.2 You must ensure that you have read, understood and at all times comply with WAIS' policies and procedures, as in force and amended from time to time, including but not limited to, the:

- (a) Athlete Code of Conduct;
- (b) Anti-Doping Policy;
- (c) Supplements Policy; and
- (d) National Integrity Framework Policies including:
 - i. NIF Participant Protection Policy
 - ii. NIF Competition Manipulation and Sport Gambling Policy
 - iii. NIF Improper Use of Drugs and Medicine Policy
 - iv. NIF Safeguarding Children and Young People Policy
 - v. NIF Complaints, Disputes and Discipline Policy

5 NO MATCH FIXING OR GAMBLING

- 5.1 You must not:
- (a) participate, be involved in or receive the benefit of any bet, wager or gamble on any sport for which WAIS provides any services and support; or
 - (b) provide any person with information regarding any sport for which WAIS provides any services and support if that information is:
 - vi. not generally available; and
 - vii. if it were generally available, a reasonable person would expect it to have a material effect on the outcome of sporting event.
- 5.2 WAIS has a zero-tolerance approach to any deliberate manipulation of the outcome of sporting event by athletes, teams or Coaches.
- 5.3 You must ensure you have read, understood and at all times comply with the NIF Competition Manipulation and Sport Gambling Policy.
- 5.4 You must notify WAIS immediately if you:
- (a) are approached by another person with a view inducing you to engage in any conduct that breaches the NIF Competition Manipulation and Sport Gambling Policy; or
 - (b) have a reasonable basis to suspect that any other person has or is proposing to engage in conduct that may breach the NIF Competition Manipulation and Sport Gambling Policy.

6 SPONSORSHIPS

- 6.1 WAIS acknowledges that our athletes often wish to partner with brands and companies for Sponsorships.
- 6.2 It is your responsibility to ensure that any existing or future Sponsorship does not:
- (a) interfere with your obligations under this Agreement;
 - (b) interfere with any existing Sponsor of WAIS e.g. in relation to player apparel; nor
 - (c) cause or be likely to cause any damage to the interests of WAIS or the Association, or which may bring the Sport or WAIS into disrepute.
- 6.3 If you have entered into any Sponsorship which may breach your obligation clause 6.2, you must disclose the details of the Sponsorship and the conflict immediately to the Chief Executive Officer

7 ANTI-DOPING

- 7.1 You must ensure that you have read, understood and at all times comply with the Anti-Doping Policy and Supplements Policy.

- 7.2 You are responsible for:
- (a) any substance found in your system;
 - (b) knowing what substances and methods are prohibited under the Anti-Doping Policy and the Supplements Policy;
 - (c) cooperating with all directions of the Chief Medical Officer and Sport Integrity Australia and
 - (d) completing a Sport Integrity Australia approved education session about pure performance in sport annually or as directed.
- 7.3 WAIS may require you to submit to random and/or for cause drug testing (including without limitation blood, tissue or urine testing) at the request, expense and under the direction of WAIS in accordance with our policies and procedures.
- 7.4 You must comply with all directions of WAIS, Sport Integrity Australia and any other relevant person in relation to drug testing.
- 7.5 Breaches of the Anti-Doping Policy and the Supplements Policy are considered serious and you acknowledge that WAIS is entitled to rely upon such breaches as grounds for the summary termination of this Agreement.

8 HEALTH AND SAFETY

- 8.1 WAIS will, so far as is practicable, provide and maintain a playing and training environment in which you are not exposed to hazards.
- 8.2 You also have a duty to take reasonable care to ensure your own health and safety and to not negatively affect the health and safety of other persons including:
- (a) using our equipment and facilities in a safe manner;
 - (b) complying with all directions regarding health and safety; and
 - (c) reporting injuries, faulty, broken or damaged equipment, incidents and near misses as soon as possible.

Injuries during training or competition

- 8.3 If you suffer an injury or illness at a training session or competition which prevents you from training or competing in the Sport you may be eligible to receive payments in respect of medical expenses under the Athlete Benefit Policy and Clinical Gap Payment Schedule for WAIS athletes.

Pregnancy

- 8.4 You must inform WAIS as soon as practicable if you are pregnant so that any necessary adjustments to your Program may be made to ensure your safe participation in the Program.

9 MEDICAL

Pre-Program medical

- 9.1 Within 1 month of the date of this Agreement, you must complete the medical and musculoskeletal screening requirements as outlined in the WAIS Sports Medicine, Medication and Injection Policy.
- 9.2 If you fail to comply with clause 9.1, WAIS may suspend the services and support that would otherwise be provided under this Agreement until you provide the required confirmation.

Fitness to participate in the Program

- 9.3 You must:
- (a) be completely free of the influence of any drug or alcohol while using WAIS' facilities;
 - (b) ensure that you are fit and able to participate in your Program;
 - (c) submit to sport science testing including anthropometric, biomechanical, psychological, submaximal and maximal physical exertion physiological and strength assessments throughout your Program;
 - (d) inform WAIS if you have suffered an injury or have or had a condition that may affect your capacity to participate in your Program, ability to compete or performance in your Sport; and
 - (e) provide WAIS with details of all medications, vitamins and supplements used by you.
- 9.4 At WAIS' request, you must submit to a medical examination, conducted by WAIS' choice of medical practitioner and at WAIS' expense, in order to provide WAIS with a report as to your level of fitness and ability to participate in your Program.
- 9.5 WAIS may suspend the services and support that would otherwise be provided under this Agreement for any period during which WAIS' chosen medical practitioner determines that you do not have the required level of fitness to compete and/or participate in your Program.

Authorisation regarding medical information

- 9.6 You authorise the Chief Medical Officer to obtain information from any Health Care Provider and for any Health Care Provider to release information in respect of:
- (a) any Condition which may effect your performance in your Sport, a competition, training or your Program generally; or
 - (b) any possible breach of the Anti-Doping Policy or the Supplements Policy.
- 9.7 You authorise the Chief Medical Officer to provide and release the information referred to in clause 9.6 to any Health Care Provider, the Chief Executive Officer, Coach, the Medical Coordinator of the Association or other relevant WAIS personnel having a need to know this information for the purpose of administering the Program.

9.8 You agree to do all things necessary, including signing any document, to give effect to this clause 9.

10 MARKETING AND MEDIA

10.1 WAIS may use your name, image, voice, signature, photograph, likeness, reputation and identity to market WAIS or any Sponsors of WAIS.

10.2 You must:

- (a) consult the WAIS Corporate Communications Department prior to any media interview to ensure consistency of the WAIS message and integrity of the brand is upheld at all times; and
- (b) make yourself available on reasonable notice for appearances, interviews, photography or filming sessions for WAIS and/or WAIS' Sponsors.

10.3 You must not, without the written approval of the Chief Executive Officer:

- (a) supply any information to the media or make any public statement relating to the activities or policies of WAIS;
- (b) use any Intellectual Property of WAIS including, but not limited to, WAIS' logo; or
- (c) represent that any product, service or entity has a relationship of sponsorship, approval or affiliation with WAIS.

Release

10.4 WAIS and its assignees and licensees will have the right to use your name, signature, voice, photograph, likeness, reputation, identity and other information concerning you in any and all media and methods of communication to the public, whether the media is now known or invented in the future to publicise and promote WAIS and/or WAIS' Sponsors.

10.5 You acknowledge that WAIS owns all rights (including copyright) in any photograph or recording made of you under clause 10.4.

10.6 You release WAIS from any liability to you for any infringement of any of your rights arising from WAIS' use of any photograph or recording made of you, including (but not limited to) claims under tort law, contract law, and the *Competition and Consumer Act 2010* (Cth) and equivalent state and territory legislation.

10.7 The release in clause 10.6 is irrevocable and the benefit of it may be transferred by WAIS to WAIS' licensees and assignees.

11 PERSONAL AND HEALTH INFORMATION

11.1 You acknowledge and agree that in the course of this Agreement, WAIS will collect Personal Information and Sensitive Information about you.

11.2 WAIS will collect, use, store and otherwise deal with Personal Information and Sensitive Information about you in accordance with the Privacy Policy.

11.3 Without limitation, WAIS may disclose Personal Information and Health Information about you for the purposes of:

- (a) investigating possible violations under the Supplements Policy, Anti-Doping Policy or the Sport's anti-doping policies;
- (b) administering and enforcing the Anti-Doping Policy or the Supplements Policy;
- (c) assisting other sporting organisations in the administration and enforcement of their anti-doping policies; and
- (d) reporting on the administration and enforcement of the Anti-Doping Policy, Supplements Policy or other sporting organisation's anti-doping policies to governmental and non-governmental organisations who have legitimate interest in anti-doping activities in Australia and elsewhere.

11.4 WAIS may disclose Personal Information and Health Information about you to the:

- (a) Australian Olympic Committee;
- (b) Australian Sports Commission including for use in the Athlete Management System;
- (c) State, national and international organisations administering the Sport;
- (d) other State or Territory institutes or academies of sport, if you also held a scholarship with such an organisation;
- (e) Sport Integrity Australia; and
- (f) other sporting organisations of which you are a member,

for the purposes of those organisations or WAIS taking administrative, coaching, athlete performance management, selection, de-selection or disciplinary action, or for research and publication purposes, provided in the case of research and publication, your identity is not disclosed.

12 GOODS AND SERVICES TAX

12.1 If GST is payable on the services or support or any part thereof or if WAIS is liable to pay GST in connection with this Agreement, then:

- (a) WAIS may reduce the services or support or any part thereof by an amount which is equal to the GST Amount; or
- (b) WAIS may pay the GST Amount on the due date for payment by WAIS and may subsequently recover the GST Amount from the Athlete.

13 CONFIDENTIALITY

- 13.1 You agree that during the course of this agreement you will become acquainted with or have access to Confidential Information.
- 13.2 You must:
- (a) maintain the confidentiality of the Confidential Information;
 - (b) prevent unauthorised disclosure to or use of the Confidential Information by any person or entity unless prior written authorisation is obtained from WAIS; and
 - (c) destroy and/or return all Confidential Information in your possession to WAIS on request.
- 13.3 You must not:
- (a) use Confidential Information for any purpose other than for the benefit of WAIS;
 - (b) remove Confidential Information from any facilities of WAIS, including by forwarding emails or other electronic means, without the written consent of WAIS;
 - (c) for whatever reason, appropriate, copy, memorise or in any manner reproduce any Confidential Information; and
 - (d) both during this Agreement and after, for whatever reason, make improper use of Confidential Information, to gain directly or indirectly, an advantage for you or for any other person or to cause detriment to WAIS.
- 13.4 Nothing in this agreement imposes an obligation on you with respect to maintaining confidence regarding information which is generally known or available by publication, commercial use or otherwise than as a result of a breach by you of your obligation in this section.
- 13.5 Your obligations under this clause 13 survive the termination of this Agreement.

14 INTELLECTUAL PROPERTY

- 14.1 You acknowledge and agree that:
- (a) during the course of this Agreement you will become acquainted with and have access to Confidential Information and/or documents embodying WAIS' Intellectual Property; and
 - (b) WAIS owns all rights, title and interest in and to its Intellectual Property and Confidential Information.
- 14.2 During the course of this Agreement, WAIS may grant you a licence to use its Intellectual Property and Confidential Information from time to time. Any such licence granted to you shall be a non-exclusive, non-transferrable, revocable and royalty-free licence.
- 14.3 WAIS:
- (a) will own all rights (including moral rights), title and interest in and to any inventions and

improvements created or otherwise developed by you during the course of this Agreement, whether or not in normal business hours and whether or not using WAIS' equipment, facilities or Confidential Information; and

- (b) provides a royalty free licence to you for the use of any inventions and improvements created or otherwise developed by you during the operation of this Agreement, whether or not in normal business hours and whether or not using WAIS' equipment, facilities or Confidential Information.

14.4 You must, during and after the termination of this Agreement, do all such acts and things, and sign all such documents, as WAIS or its representatives may reasonably request to give effect to this clause.

14.5 Your obligations under this clause 14 survive the termination of this Agreement.

15 DISPUTE RESOLUTION

15.1 If a dispute arises between the parties in relation to this Agreement, the dispute must be dealt with in accordance with this clause.

15.2 Either party may give written notice of a dispute to the other party (Dispute Notice). A party giving a Dispute Notice must provide details of the history and circumstances of the dispute and give reasons for why the party is disputing the issue.

15.3 Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement whilst the dispute is resolved in accordance with this clause.

Discussion

15.4 Following the issue of a Dispute Notice, the parties must seek to resolve the dispute within 10 business days of the Dispute Notice, through discussions between them.

Mediation/Conciliation

15.5 If the dispute remains unresolved after 10 business days of the Dispute Notice or such as other period as agreed in writing between the parties, then the dispute will be referred to the National Sports Tribunal for mediation or conciliation.

15.6 The mediation or conciliation will proceed in accordance with the National Sports Tribunal Legislation.

15.7 The application fee, and any other fees and charges payable to the National Sports Tribunal will be shared equally between the parties.

Arbitration

15.8 If the dispute remains unresolved after the parties have engaged in mediation, then the dispute shall be referred to the National Sports Tribunal for arbitration.

15.9 The arbitration will proceed in accordance with the National Sports Tribunal Legislation.

- 15.10 If in person, any arbitration will be held in Perth, Western Australia. Arbitrations may also be conducted virtually where appropriate.
- 15.11 The application fee, and any other fees and charges payable to the National Sports Tribunal be shared equally between the parties.
- 15.12 In accordance with the National Sports Tribunal Legislation, in the event of default by any party in respect of any procedural order made by the arbitrator, the arbitrator shall have power to proceed with the arbitration and to deliver an award.
- 15.13 No party shall be entitled to commence or maintain any proceedings in any Court with respect to a dispute or difference in relation to this Agreement unless and until the arbitrator has published his/her final award and then only to recover the sum payable in accordance with that award.

16 RELEASE AND INDEMNITY

- 16.1 You acknowledge that:
- (a) participation in the Program may constitute a recreational activity within the meaning of section 5E of the *Civil Liability 2002* (WA);
 - (b) there are significant inherent risks involved in all aspects of participating the Program, including but not limited to:
 - i. falls which can result in serious injury or death;
 - ii. injury or death due to negligence on your part or the part of other participants in the Program; and
 - iii. injury or death due to improper use or failure of equipment.
 - (c) your participation in the Program is at your own risk; and
 - (d) it would be unreasonable for WAIS to be in any way responsible for any injury to or death caused to you as a result of your participation in the Program.
- 16.2 You, to the full extent permitted by law, waive all of your legal rights of action against and fully release WAIS for loss, damages, injury or death howsoever arising out of or in relation to the participation by you in any activities conducted or organised by WAIS including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of WAIS, its office bearers, directors, employees or agents.
- 16.3 You accept full responsibility for any injury or loss which may be suffered by any other participant in the Program caused by the Athlete's negligence.
- 16.4 The waiver given by you under this clause is a waiver under section 5J of the *Civil Liability 2002* (WA).
- 16.5 You agree to:

- (a) indemnify and hold harmless WAIS to the full extent allowed by the law from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered you howsoever caused; and
- (b) irrevocably release WAIS, to the full extent allowed by law, from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by you howsoever caused.

17 TERMINATION AND SUSPENSION

17.1 This Agreement may be terminated by either party by providing the other with twenty-eight (28) days written notice.

17.2 WAIS may terminate this Agreement without notice if, in the reasonable opinion of the Chief Executive Officer, you:

- (a) fail to comply with the Anti-Doping Policy or Supplements Policy;
- (b) you are deselected or provide WAIS with written notice that you wish to withdraw from your Program;
- (c) engage in conduct which, in the reasonable opinion of WAIS, may cause an imminent and serious risk to any person's health or safety or the reputation, viability or profitability of WAIS, the Association or the Sport;
- (d) fail or refuse to follow a reasonable and lawful direction by WAIS, the Association or your Coach in relation to the Program;
- (e) commit any serious or persistent breach of your obligations to WAIS, WAIS' policies and procedures or this Agreement; or
- (f) are charged with and or convicted of any offence which brings WAIS, the Association or the Sport into disrepute.

17.3 WAIS may, at its absolute discretion, suspend the services and support that would otherwise be provided under this Agreement during any period where:

- (a) it has received information that alleges that you have engaged in any conduct referred to in clause 17.2; or
- (b) in the opinion of WAIS, it is reasonable in the circumstances to do so.

18 RETURN OF PROPERTY

If this agreement is terminated for any reason, you must return to WAIS all property of WAIS in your possession including all playing apparel, books, drawings, notebooks and other documentation and things pertaining to any Intellectual Property and Confidential Information, and any equipment, tools or devices owned by WAIS.

19 NOTICES

- 19.1 All notices and statements to be given in accordance with this Agreement shall be given to the parties, at its or his/her address (postal or email) set out in this Agreement or such other address as it or he/she may from time to time notify.
- 19.2 Any notice or statement shall be deemed to have been duly given, made or received:
- (a) twenty-four (24) hours after being deposited in the mail with postage pre-paid;
 - (b) when delivered by hand;
 - (c) if sent by facsimile transmission, upon receipt of a facsimile transmission report from the send machine showing the transaction as complete; or
 - (d) if sent by email, at the time the email is sent.

20 BEST ENDEAVOURS

You and WAIS will do, sign and execute all deeds, schedules, acts, documents and things as may reasonably be required by the other party so as to carry out and give effect to the terms and intentions of this Agreement effectively and to perfect, protect and preserve the rights of the other party hereunder whether before or after completion.

21 WAIVER

A waiver by any party of any of the provisions of this Agreement in any one case shall not be deemed or construed to be a waiver of such provision for the future or for any other subsequent breach thereof.

22 POLICIES

- 22.1 You must ensure that you have read, understood and at all times comply with WAIS policies and procedures as in place and amended from time to time.
- 22.2 For the avoidance of doubt, the WAIS's policies and procedures are not incorporated into this agreement, do not form part of this agreement and do not create any enforceable rights or entitlements in your favour.

23 ENTIRE AGREEMENT

- 23.1 This Agreement embodies the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this agreement.
- 23.2 Each party acknowledges that no representation has been relied upon in entering into this Agreement which has not been referred to herein.

23.3 No agreement or understanding varying or extending this agreement will be legally binding upon either party unless in writing and signed by both parties.

24 GOVERNING LAW

24.1 This Agreement shall be governed by the laws of the state of Western Australia and the Commonwealth.

24.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

24.3 Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

25 SEVERABILITY

If any provision of the agreement should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired.

26 REVIEW AND REVISION

This policy, and all related appendices, will be reviewed as it is deemed appropriate.

Policy review will be undertaken by the Corporate Services Manager and any revisions approved by the Chief Executive Officer

Revision History

Date	Version	Reviewed by	Changes made
15 June 2021		Corporate Services Manager	Policy updated
14 March 2022	3.1	Corporate Services Manager	Policy updated
27 February 2024	3.2	General Manager Corporate Services	Minor update

Printed copies of this document may not be up to date. Ensure you have the latest version before using this document.