

# Deed of Acknowledgement

## Disclaimer and Confidentiality

### Purpose and Scope

Supporting Independent Living Co-operative (SILC) is an incubator enterprise created to help NDIS Participants and their families establish family-governed services to provide supported disability accommodation in a natural setting and to facilitate access to the community, education and employment.

SILC acts as a repository of helpful information, providing resources to assist families and carers to establish their own co-operatives or other legal entities and to start “life” as accommodation service providers for people with disabilities eligible for NDIS support. This function includes (without limitation):

- hosting forums at which members can share knowledge, ideas and resources (Forums);
- managing a website containing access to a range of sample documents and other materials, as well as links to other useful sites and resources (Website); and
- employing staff to guide people through the establishment and operation of small family-governed service providers of disability accommodation services and referring them to other supporting organisations that may assist them.

### Content

All information, resources, contact details, links, and other content of the Forums and Website (Information) and guidance given by SILC employees, supporting organisations and other consultants and advisors (Guidance) is provided by or on behalf of SILC for information purposes only. SILC does not make any representation or warranty as to the significance, fairness, reasonableness, adequacy, accuracy, reliability or completeness of any Information or Guidance provided, including at the Forums or on or via the Website.

The Forums, the Website and any Guidance provided may contain certain statements, projections and forward looking statements which reflect various assumptions made by SILC in relation to particular circumstances, legislative framework, benefit schemes or case studies. Those assumptions may or may not prove to be correct. No representation is made or will be made that these matters will be achieved or will prove to be correct.

The Information and Guidance is not, and is not intended to be, a substitute for obtaining professional financial, accounting, insurance, legal or other advice. It is general in nature only and does not take into account any personal financial situation, circumstances, needs or objectives.

### Reliance

Information and Guidance is provided to attendees, members and prospective members (Recipients) for information purposes only and on the basis that Recipients understand and acknowledge that they may not rely on the Information or Guidance, or the significance, adequacy, accuracy, reliability or completeness of the Information or Guidance, are responsible for making their own assessment of the Information and Guidance and that they use

the Information and Guidance entirely at their own risk. Receipt of Information or Guidance by a Recipient does not impose any obligation on SILC whatsoever.

## Endorsements, services and products

SILC does not endorse or recommend any particular service provider or product (financial, legal or otherwise) listed or referred to at any Forum, on or via its Website or by SILC employees, supporting organisations or other consultants and advisors. Information and Guidance provided does not constitute an offer of services or advice to any person, nor is it financial advice, financial product advice, legal advice, tax advice or an invitation, solicitation or recommendation with respect to the provision of advice or services.

Links to other websites via hyperlinks or otherwise provided in any printed material issued by SILC are in no way meant to imply that SILC endorses, sponsors, promotes or is affiliated with the owners of or participants of those sites, or endorses any information contained on those sites, unless expressly stated. SILC does not assume any liability for the accuracy of any information on these sites or the content or presentation of linked or suggested sites.

Recipients must make their own enquiries and consider whether the information, service providers and/or products are right for the particular Recipient. SILC encourages Recipients to consult professional advisors with any questions or concerns they may have about existing legal, financial, tax, insurance or other needs.

## Copyright

Copyright in the content provided at the Forums and on or via the Website, as well as in the context of any Guidance is owned by SILC unless otherwise indicated. Where SILC owns the copyright in any Information, SILC grants the Recipient a licence to copy any such material for non-commercial use only, provided that any copied Information retains all copyright or other proprietary notices and any disclaimer contained therein. Any infringement of SILC's rights will result in appropriate legal action. SILC disclaims any and all liability which may result from any unauthorized reproduction or use of Information.

## Electronic data

SILC makes no warranties that any electronic data contained on or accessed via the Website is free of infection by computer viruses or other contamination.

## Disclaimer

To the maximum extent permitted by law, SILC disclaims all liability and responsibility (including, without limitation, any liability arising from fault or negligence) for any direct or indirect loss or damage which may arise or be suffered through use of or reliance on Information or Guidance, or otherwise of use of or reliance on anything contained in, or omitted from, a Forum or the Website.

## Confidentiality

I, .....

of .....

am an attendee of an event, information session, forum, training session or educational programme (hereafter referred to as 'events') conducted or hosted by Supporting Independent Living Co-operative Ltd (SILC).

I acknowledge that during the course of any events conducted or hosted by SILC that it is possible that other persons at these events may disclose information of a personal nature about themselves or about other persons for whom they care or have a responsibility.

I further acknowledge that any information of a personal nature that is disclosed during the course of any events conducted or hosted by SILC must be treated as confidential and I will not disclose any such personal information to any other person without express permission from the person to whom that personal information relates.

## Signature

By signing below, I acknowledge and agree to the matters described above and waive any rights or claims I may have from time to time against SILC, its employees, agents or advisors.

Date: .....

Signature: .....