



Catholic Employment Relations membership terms and conditions

1. Definitions

- (a) Agreement means this agreement.
- (b) CER means Catholic Employment Relations Ltd (CAN 643423885).
- (c) Commencement Date means 1 January.
- (d) Costs Agreement means costs agreement for legal services made under division 4 of the Legal Profession Uniform Law (NSW) No 16a of 2014 to be provided by a lawyer to a client.
- (e) Costs Disclosure means a costs disclosure made in accordance with section 174 of the Uniform Law to be provided by a lawyer to a client, excluding commercial or government clients within the meaning of section 170 of the Legal Profession Uniform Law (NSW) NO 16a 2014.
- (f) Costs Agreement means the costs agreement for legal services required in certain circumstances under the to be provided by a lawyer to a client.
- (g) Membership means the right of the Member to access the Professional Services, subject to the terms of these Terms and Conditions.
- (h) Membership Fee means the Membership fee payable under these Terms and Conditions for each Relevant Period corresponding to the Member's Membership Service Tier selection.
- (i) Membership Period means each 12-month period, commencing on the Commencement Date.
- (j) Membership Service Tier means the Member's choice of scope of Professional Services from the tier options set out in [Schedule 1](#).
- (k) Professional Services means the services normally associated with a legal practice delivering employment relations, human resources and industrial relations advice.
- (l) Services Hours means the workplace advice and assistance hours entitlement in each Membership Service Tier.



Level 10, 157 Walker Street
North Sydney NSW 2060



(02) 9189 5999



www.cer.catholic.org.au
enquiry@cer.catholic.org.au

2. Commencement

- (a) This Agreement will commence on the Commencement Date. The Membership and Membership Period will commence on the same date.
- (b) This Agreement will continue to operate until terminated in accordance with its terms or when replaced by a separate written agreement in relation to the Professional Services.

3. Delivery and scope of Professional Services

3.1 Membership Tier selection

- (a) CER provides its members with a range of services and entitlements as defined by the Member's selection of Membership Service Tier. The provision of such services and entitlements is at all times at the absolute discretion of CER and may be subject to variation, revocation or cancellation at any time.

3.2 Reasonable and fair use

- (a) The Membership Fee is calculated to obtain value and discounted rates through the up-front purchase of certain services and benefits.
- (b) The parties acknowledge that the size and complexity of certain work may exceed what can or should reasonably be expected to fall within the benefits of the selected Membership Service Tier. For avoidance of doubt this includes but is not limited to:
 - (i) Enterprise agreement and industrial relations negotiation and support; and
 - (ii) The work falling within the value-add advice and assistance options under each Membership Service Tier.
- (c) In those circumstances CER will engage, as soon as practicable, in discussions with the Member on alternative remuneration arrangements for that particular work.

3.3 Requests for Professional Services

- (a) Requests for Professional Services may be made by:
 - (i) Telephone or email to the Member's assigned Relationship Manager (where relevant); or
 - (ii) Email at enquiry@cer.catholic.org.au; or
 - (iii) Telephone at 02 9189 5999;
 - (iv) Enquiry via the CER website www.cer.catholic.org.au.

3.4 Scope of the Professional Services

- (a) The Services will only comprise the work set out in clause 3.1 of these Terms and Conditions, or changes that are expressly agreed between the parties from time to time.

- (b) The Membership Fee will entitle the Member to the performance of the Professional Services to the limits defined in the selected Membership Service Tier.
- (c) The Services Hours will be calculated on the basis of units, each representing work done for all or part of a six-minute period.
- (d) Any professional services outside the scope of the Professional Services provided under the Member's selected Membership Service Tier will, as relevant, be subject to the terms of a Costs Agreement and Costs Disclosure (where required).

3.5 Use of Services and Advice

- (a) Any advice, recommendation or work provided to the Member by CER is for the Member's benefit. The Member agrees not to copy or give CER's work to any other persons or entities unless CER consents in writing.
- (b) The Member will not wholly, partly, directly or indirectly, assign, commercialise, transfer, on-sell or otherwise make available Services provided by CER as part of the Membership. to any third party.
- (c) The Member will not use its access to the Professional Services to obtain advice or information for use by a third party.
- (d) The Member is solely responsible for providing accurate facts and information to CER when utilising the Services. The Member acknowledges that any incomplete or inaccurate information may change the advice or information provided by CER
- (e) CER does not accept responsibility for loss caused where it has been provided with incomplete or inaccurate information by the Member; or by changes to its advice unless CER specifically approves the changes in writing.

4. Fees

4.1 Payment

- (a) The Member will pay the Membership Fee corresponding to the selected Membership Service Tier.

4.2 GST

- (a) The parties warrant that they are each members of the Catholic Church Good and Services Tax Religious Group. The parties acknowledge that the supply under these Terms and Conditions is a supply that a member of the Catholic Church Religious Group makes to another member of the same Religious Group such that it is treated as if it were not a Taxable Supply under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) Despite any other provision of these Terms and Conditions, if a GST or similar value added tax is imposed on any supply made under or in accordance with these Terms and

Conditions, the amount that you must pay for that supply (if any) is increased by the amount of the GST and CER will provide you with a tax invoice.

4.3 Disbursements

- (a) During the Membership Period, it may be necessary to incur disbursements (being money which we pay or are liable to pay to others on your behalf) which are fees, expenses and charges such as court filing fees, bank charges, courier fees, barrister's fees, process services, media consultants and voting services.
- (b) Where you instruct us to brief a barrister or other expert and they provide a disclosure and costs agreement we will provide this to you.
- (c) Disbursements are payable as and when they fall due for payment.
- (d) CER will not incur any substantial expense without first obtaining your permission.

4.4 Additional services

- (a) If the Member wishes to seek Professional Services from CER in addition to, or after the exhaustion of their service entitlement under the relevant Membership Service Tier, those services will be charged at the discounted rate indicated in their selected Membership Service Tier.

4.5 Invoices

- (a) The Member agrees to pay CER the Membership Fee corresponding to their selected Membership Service Tier within 14 days of receipt of the invoice.
- (b) The invoice will contain instructions specifying how to make payment of the invoiced amount.

5. Primary Member Contact [limits on instructions – option to select]

- (a) The Member may nominate a primary contact to CER in writing (Primary Contact).
- (b) The Primary Contact has the authority to nominate and authorise additional contacts within the Membership for the purposes of the Membership in writing (Authorised Contact).
- (c) The Member must notify CER of any changes to the status or contact details of the Primary Contact or the Authorised Contact(s).

6. Termination

6.1 Termination by the Member

- (a) The Member may terminate the Agreement (and as a result the Member's membership) at any time by providing CER with written notice. If the Member does this, the engagement ends from the date CER receives the written notice.

6.2 Termination by CER

- (a) CER may terminate the Agreement (and as a result the Member's membership) by giving the Member written notice, including for the following reasons:
 - (i) the Member does not pay the Membership Fee as requested, including in accordance with any Renewal Notice;
 - (ii) the Member breaches a material provision of these Terms and Conditions, including clause 3.2 (Fair use of Services); or
 - (iii) an actual or potential conflict of interest arises that CER believes requires CER to end the membership.
- (b) If CER terminates the Agreement ends the Membership it:
 - (i) will not incur any liability as a result;
 - (ii) will send the Member a final invoice for all outstanding fees (if any) and these fees remain payable as a debt due.

6.3 Reimbursement upon termination

- (a) If a termination occurs in accordance with this clause 6, the following applies with respect to reimbursement:
 - (i) If the termination occurs within six months of the Commencement Date a reimbursement of an amount equivalent to half the Membership Fee will be paid.
 - (ii) If the termination occurs after six months of the Commencement Date no reimbursement will be paid.

7. Privacy

7.1 Personal information

CER may collect personal information from the Member about the Primary Member Contact or of employees, contractors, agents or volunteers of the Member or in the course of providing the Professional Services. CER may also obtain personal information from third party searches, other investigations and from adverse parties.

7.2 Accurate contact information

CER is required to collect the full name and address of the person instructing on behalf of the Member by Rule 93 of the Legal Profession Uniform General Rules 2015. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Legal Profession Uniform General Rules 2015 (where applicable) and to comply with CER's duty to the courts.

7.3 Use of personal information

Personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth). For example, CER may use your personal information to provide advice and recommendations.

7.4 Contact information requirements

If the Member does not provide CER with the full name and address information required by law CER may be unable to act for the Member. If the Member does not provide us with personal information that is requested CER's advice may be wrong for you or misleading.

7.5 Disclosing personal information

Depending on the nature of the Member's matters the types of bodies to whom CER may disclose personal information include the courts, the other party or parties to litigation, experts and barristers, statutory bodies and third parties involved in the completion or processing of a transaction.

7.6 Disclosing personal information overseas

CER does not disclose personal information overseas unless instructions involve dealing with parties located overseas. If a matter involves parties overseas CER may disclose select personal information to overseas recipients associated with that matter in order to carry out the Member's instructions.

7.7 Privacy

CER manages and protects personal information in accordance with CER's privacy policy [available at <https://www.cer.catholic.org.au/privacy-policy>].

8. Confidentiality

The Member acknowledges and agrees that CER:

- (a) has obligations of confidentiality to the Member;
- (b) has obligations of confidentiality to other members and/or clients and while CER may hold information that may be relevant to the Member's decision-making, CER is not obliged to disclose their confidential information to the Member; and
- (c) may be compelled by law to disclose the Member's confidential information to third parties.

9. Concerns

If the Member has a concern in relation to any aspect of these Terms and Conditions in the first instance CER encourages the Member to discuss its concerns with CER.

10. The Member's rights

The Member:

- (a) is entitled to seek independent legal advice before agreeing to the membership
- (b) is entitled, on reasonable request, to progress reports of your matter and (as relevant) the current costs incurred in your matter, and to be notified of any significant changes affecting costs.

11. Notices

- (a) If the Member wishes to notify CER in writing about anything relating to these Terms and Conditions, the Member should write to the CEO at cer@cer.catholic.org.au

12. Governing law

- (a) These Terms and Conditions are governed by the law of New South Wales.
- (b) The Member agrees to the exclusive jurisdiction of a court of competent jurisdiction in the New South Wales in relation to any matter arising under this Membership Agreement or in connection with CER's work.

Schedule 1 – CER Membership Tiers