



AMA
WESTERN AUSTRALIA



AMA
LEGAL

EMPLOYER ADVISORY SUBSCRIPTION TERMS & CONDITIONS

1. About the Service

AMA Legal's Employer Advisory Subscription provides employers with access to general employment and industrial relations legal information and guidance, delivered by qualified Employee Relations Advisors and Legal Practitioners.

The service is intended to support employers with day-to-day people-management issues and risk awareness. It does not involve AMA Legal acting for you in any specific legal matter unless expressly agreed in writing.

2. Inclusions

As a subscriber, you will receive:

- 2.1 Phone and email access to an Employee Relations Advisor during business hours (Monday to Friday, 9.00am–5.00pm);
- 2.2 Phone and email access to a Legal Practitioner **following review of a request** and where AMA Legal determines, in its discretion, that the request falls within the scope of the Employer 2.3 Advisory Subscription, during business hours (Monday to Friday, 9.00am–5.00pm).
- 2.3 Responses to general employment and industrial relations queries, capped at 30 minutes of practitioner time per enquiry;
- 2.4 General guidance on matters including employment contracts, performance management, termination, awards, leave entitlements, workplace conduct and general work health and safety obligations;
- 2.5 Periodic updates on employment and industrial relations developments relevant to employers;
- 2.6 Upon sign-up, immediate access to a standard template contract of employment and essential employer workplace policies.

3. What the Subscription Does Not Include

The Employer Advisory Subscription does not include drafting or customizing documents, providing advice on specific disputes, representation in claims or proceedings, or compliance audits.

Template documents are provided in standard form for general information purposes only. They are not tailored to your business and are not a substitute for legal advice. Any tailoring or advice requires a separate written agreement.

4. Nature of the Legal Relationship

The subscription provides access to general information only. No solicitor–client retainer arises in relation to any specific legal matter unless AMA Legal expressly agrees in writing and issues a separate costs disclosure and agreement in accordance with the Legal Profession Uniform Law.

5. Time Limits and Scope Control

AMA Legal will use reasonable endeavours to respond to enquiries within the applicable time cap under the Employer Advisory Subscription.

Where an enquiry exceeds the time cap, or where AMA Legal determines that the matter falls outside the scope of the subscription (including where it relates to a specific legal matter), you will be advised accordingly and offered the option to engage AMA Legal under a separate written costs' agreement.

No additional work will be undertaken without your prior approval.

6. Fees

Subscription Type	Employee Size	Fee (excl. GST)
Annual Subscription	Up to 5 employees	\$1,995 per annum
Annual Subscription	More than 5 and up to 15 employees	\$2,995 per annum
Enterprise Subscription	More than 15 employees	Fee on application

All fees are exclusive of GST unless stated otherwise.

Non-AMA (WA) Membership Fees

Subscription Type	Employee Size	Fee (excl. GST)
Annual Subscription	Up to 5 employees	\$4,995 per annum
Enterprise Subscription	More than 15 employees	Fee on application

7. Term

The AMA Legal subscription is for a fixed annual term. Early termination does not relieve the subscriber of liability for the full annual fee, and any outstanding balance for the remainder of the term becomes immediately due and payable.

8. Termination

Either party may terminate this agreement by providing 30 days' written notice. AMA Legal may suspend or terminate services if fees remain unpaid.

AMA Legal may terminate the Employer Advisory Subscription immediately by written notice if, in AMA Legal's reasonable opinion, the subscriber:

- 8.1 Engages in dishonest, misleading or deceptive conduct in connection with the subscription or any dealings with AMA Legal;
- 8.2 Provides information that is false, incomplete or misleading and that materially affects AMA Legal's ability to provide the service;
- 8.3 Fails to respond to reasonable requests for information or clarification such that AMA Legal cannot properly or ethically continue to provide the service; or
- 8.4 Otherwise acts in a manner that is inconsistent with AMA Legal's professional obligations or ethical duties.

9. Trust Money

Subscription fees are charged for access to and availability of the Employer Advisory Subscription service along with template documents. They are not paid in advance for legal work on any specific matter and are treated as office money, not trust money, for the purposes of the Legal Profession Uniform Law.

10. Confidentiality

Each party must keep the other's confidential information confidential, subject to legal and professional obligations.

11. Governing Law

These Terms & Conditions are governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of its courts.

Variation of Terms

AMA Legal may amend or update these Terms and Conditions from time to time. Any updated Terms and Conditions will take effect upon notification to subscribers and will apply to all ongoing subscriptions from the date of publication or notification.