MERIDIAN LAWYERS

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Commercial insights

Commercial insights Editors – May 2018 edition:

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In the Autumn Edition of Commercial Insights we examine:

- the uncertainties in the proposed disclosure regime that will apply to charities concerning political donations
- when businesses are obliged to notify a data breach under the new disclosure regime
- the exposure of employers for unfair dismissal claims under a fixed term contract
- commercial legal guidance when considering a fitness industry franchise
- contingencies to consider when assigning a retail lease
- the nature of 'unfair terms' in a standard commercial contract which may be susceptible to challenge under the Australian Competition Law.

REGULATORY UPDATE

Charities Unclear and Uncertain about Disclosure of Political Donations and Expenditure

Important changes to funding and disclosure laws which apply to charities are on the horizon under proposed changes to Commonwealth Electoral Act 1918 ('Electoral Act').

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1 Non-party Political Actors

Under the *Electoral Legislation Amendment (Electoral Funding and Disclosure Reform) Bill 2017* which was introduced into Commonwealth Parliament late last year, a new regulatory regime will:

- prohibit donations from '**foreign sources**'; and
- apply funding and disclosure laws to new categories of '**political campaigners**' and '**third party campaigners**'.

The Federal Government has asserted that the legislation is necessary to block donations by foreign entities attempting to influence Australian electoral outcomes.

The proposed legislation is aimed at banning '**foreign donations**' and imposes registration and disclosure requirements for a broader group of non-party political actors.

In particular, the Bill proposes the following changes which may impact charitable funding and compliance:

- The creation of new public registers, maintained by the Australian Electoral Commission (AEC) for '**political campaigners**' and '**third party campaigners**'.
- Charitable entities will be required to register if they incur a certain amount of expenditure on a '**political purpose**'.
- Non-party political actors are required to lodge an annual return where their expenditure on 'political activities' exceed the threshold of $10,000, which must include detailed financial information, an auditor's report, donor information and details about senior staff (including whether they are members of any registered political party).
- Obtaining a statutory declaration from every donor to verify that they are an '**allowable donor'**.
- The appointment of a financial controller, who may be personally liable for failure by the charitable entity to comply with the Electoral Act.

2 'Political Purpose' and 'Campaigning'

The definition of 'political purpose' is extremely broad and problematic as it includes:

[T]he public expression, by any means, of views on an issue that is, or is likely to be, before electors at an election (whether or not a writ has been issued for the election).

At a fundamental level, the proposed legislation runs the risk of interfering or inhibiting public interest advocacy and legitimate, charitable purposes conducted by a charity.

If the definitions of **political expenditure** and **political purpose** are not properly distinguished from legitimate charitable activities then, in our view, the Bill's proposed re-classification of public interest issues based advocacy as '**political campaigning**' may be inconsistent with the Charities Act.

In addition, there is a potential risk of overlap between international philanthropy for charitable purposes and foreign donations to political parties. The consequence is that charities found to be engaging in political activity could lose their charitable status.

3 Advisory report on the Bill

The Joint Standing Committee on Electoral Matters (the Committee) released its Advisory Report on the Bill in mid-April 2018. The Committee received 102 submissions from the charity sector, which expressed concerns about the unreasonable regulatory burden that would be imposed on charities by the proposed legislation and the "chilling effect" this would have on a charity's advocacy activities.

In its Advisory Report, the Committee acknowledges the concerns raised and proposes 15 recommended amendments.

The committee agreed in principle to the passage of this Bill, subject to the government addressing the report's 15 recommendations. These recommendations provide greater clarity for charities and align as closely as possible with the intent and principles of the Bill, while ensuring regulatory and compliance burdens are minimised.

4 The Key Recommendations

The Committee has recommended that:

- the Government reconsider the introduction of the term '**political purpose**' into the Electoral Act to avoid confusion with the Charities Act meaning of the term, and that it should not clarify that it does not include *the expression of the views, or the communication, broadcast or research, is solely for genuine satirical, academic or artistic purposes* that are not intended to influence voter behaviour.
- the Government consider amending the definition of '**political expenditure**' to define the type of expenditure which constitutes expenditure undertaken to influence voters to take specific action as voters, so as not to capture non-political issue advocacy.
- instead of the categories of '**third party campaigner**' and '**political campaigner**' being established as registration thresholds, the Government consider establishing a publicly available '**Transparency Register**' be established that provides:
  (i) voluntary registration for all entities engaged in 'political expenditure';
  (ii) mandatory registration for all entities engaged in activities that require disclosure of 'political expenditure' that reach a minimum 'expenditure threshold'; and
  (ii) disclosure obligations that are commensurate with levels of expenditure.
- the Government consider setting expenditure thresholds for triggering increased reporting obligations under the proposed Transparency Register be set at a level that could reasonably be expected to have a significant impact on voter behaviour and that these obligations be proportionate to levels of expenditure.
- the Government reconsider the definition of '**associated entity**' proposed in the Bill, and instead consider retaining the definition of 'associated entity' currently in the Electoral Act.
- the Government consider replacing the definition of '**allowable donor**' with a definition of '**non-allowable**' donors.
- the Government consider removing the potential requirement for statutory declarations for all gifts, and simplifying the process for entities to **verify whether a donor is a non-allowable donor**.
- the Government consider **removing the aggregation of donations** received under the allowable amount, provided that appropriate anti-avoidance measures are implemented.
- the Government consider establishing a minimum expenditure threshold before requiring substantiation for public funding claims.

5 Problematic Activities by a Charity

Charities should consider whether their fundraising and other 'public interest activities' might be captured as political activity, political expenditure or donations from 'foreign sources', in particular in the following circumstances:

- negotiating future international funding or engaging with a United Nations body.
- expenditure on campaigning via advertising and the media during an election such as producing a publicly available research paper with a political purpose or consequence.
- accepting and assessing the total value of a series of gifts from a donor including anonymous donors.

What is apparent from an analysis of the Bill is that, aside from a myriad of compliance obligations and attendant costs, there are also a number of inherent unintended consequences that may impact harshly on charities and not-for-profit organisations, and which may undermine their leverage for public interest advocacy and fundraising, subject to the Government's response to the recommendations and the passage of any amendments to the Bill prior to it's passage into Law.

MERIDIAN LAWYERS CAN ASSIST CHARITIES IN ASSESSING THE IMPLICATIONS OF THE BILL, IMPLEMENTING GOVERNANCE PROCEDURES OR LOBBYING THE FEDERAL GOVERNMENT, PLEASE CONTACT OUR COMMERCIAL AND CORPORATE ADVISORY PRINCIPAL **MICHAEL BRACKEN**

PRIVACY

Are you prepared for the mandatory data breach notification regime?

From 22 February 2018, mandatory data breach notification will apply to any individual or organisation regulated by the *Privacy Act 1988* (Cth). This will affect any businesses with an Australian link and a continued presence in Australia.

Under the new law, if a business is the subject of an "eligible data breach" then if a data breach is likely to result in "*serious harm to any individuals to whom the information relates*" they must notify the Office of the Australian Information Commissioner (OAIC) and affected individuals.

Prior to the new law, there was no requirement for businesses to notify an individual who 'may' be affected by a data breach resulting from misuse, interference and loss of personal information.

The key objective of the data breach notification requirement is to permit individuals, whose personal information had been compromised in a data breach, to take remedial steps to lessen the adverse impact arising from the breach.

Small business operators with an annual turnover of less than $3 million will continue to be exempt from the data breach notification requirement under the Privacy Act. Note that a small business operator providing a health service to individuals and holds health information relating to the provision of health services will be caught by the data breach notification requirements. This will include healthcare providers who maintain information or an opinion about an illness, disability or injury of an individual when providing treatment.

How will mandatory data breach notification impact your business?

In the event of an "eligible data breach", a business owner must notify the OAIC within 30 days if it has reasonable grounds to believe that an eligible data breach has occurred.

The relevant criteria to assess what amounts to an **eligible data breach is**:

- there is unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, that a business holds
- there is a likely risk of serious harm to any of the affected individuals as a result of the unauthorised access or unauthorised disclosure of personal information; and
- the business has not been able to prevent the likely risk of serious harm with any remedial action.

'**Serious harm**' is not defined in the Privacy Act. However, in the context of a data breach, the OAIC guidance notice indicates that "serious harm" to an individual may include serious physical, psychological, emotional, financial, or reputational harm. In assessing whether 'serious harm' is likely to occur, the organisation should have regard to:

- the kind of information and the sensitivity of the information
- whether the information is protected by any security measures and the likelihood that any of those security measures could be overcome
- the kinds of persons who have obtained, or could obtain, the personal information

- if a security technology or methodology was used and which was designed to make the personal information unintelligible or meaningless to unauthorised persons
- the likelihood that the persons obtaining the information having the intention of causing harm to an individual
- the nature of the harm.

Individuals or a business failing to report an eligible data breach may face penalties of up to $360,000 for individuals and $1.8 million for organisations.

When to notify?

It is not intended that every data breach must be subject to a notification requirement. OAIC has issued voluntary Data Breach Guidelines which sets out examples of when data breach notification may be required. For example:

- **a malicious breach of secure storage and handling of information** including a cyber security incident involving an organisation using third party providers to maintain its web services with databases containing personal information being 'hacked' into or otherwise illegally accessed by individuals outside the organisation;
- **an accidental loss** including loss of IT equipment or hard copy documents containing personal information;
- **an organisation mistakenly providing personal information** to the wrong person or an individual deceiving an organisation into improperly releasing the personal information of another person
- **a negligent or improper disclosure of information** including employees disclosing personal information outside the requirements or authorisation of their employment.

How to best manage a notifiable data breach

To avoid a data breach becoming an 'eligible data breach' requiring OAC notification, a business must actively monitor activities which could potentially give rise to a data breach or data loss and have in place a governance process to assess the implications of a breach and to take appropriate action in the event of a data breach.

OAIC has prepared a guide to assist businesses prepare for and respond to data breaches in compliance with their obligations under the *Privacy Act.*

Meridian Lawyers can assist you to understand your privacy obligations and to advise on the compliance with the Notifiable Data Breaches regime and its impact and in developing a data breach response plan.

PLEASE CONTACT OUR COMMERCIAL AND CORPORATE ADVISORY PRINCIPAL **MICHAEL BRACKEN**.

EMPLOYMENT

Unfair Dismissal Claims under Fixed Term Contracts

In order to be eligible to bring an Unfair Dismissal claim against an employer, an employee must, among other things, have been dismissed at the employer's initiative.

Historically, employees engaged on a term contract were generally not eligible to make an Unfair Dismissal claim as the contract ended due to the effluxion of time rather than at the employer's initiative. However, a recent decision of the Full Bench of the Fair Work Commission in *Saeid Khayam v Navitas English Pty Ltd t/as Navitas English* [2017] FWCFB 5162 ('**Navitas**') may change this approach in the future.

Two types of term contracts are generally used – fixed term and maximum term contracts. As the name suggests, a fixed term contract ends on a specified date and there is no provision to terminate the contract earlier unless the employee engages in serious misconduct. In contrast, a maximum term contract ends on a specified date however has a provision allowing either party to terminate earlier by providing notice to the other party.

The Navitas Case

In the Navitas case, Mr Khayam had been employed on a number of maximum term contracts from approximately 2012 until 2016. Mr Khayam's contracts made provision for either party to terminate the contract by providing 4 weeks' notice to the other party. The contracts stated that the employment would terminate automatically on the nominated expiry date unless either party had terminated it earlier. Navitas made the decision not to renew Mr Khayam's contract citing performance related concerns.

Mr Khayam filed an Unfair Dismissal Application with the Fair Work Commission which was challenged by Navitas on the basis that the termination was not at the initiative of the employer and therefore Mr Khayam did not have jurisdiction to bring the claim. The matter was heard by Commissioner Hunt at first instance who rejected the Application by applying the Full Bench of the Australian Industrial Relations Commission in *Department of Justice v Lunn* (2006) AIRC 756 ('**Lunn**').

Mr Khayam appealed the decision to the Full Bench to consider the interpretation and application of the Lunn decision. In particular, Mr Khayam argued that the approach in Lunn (decided prior to the introduction of the Fair Work Act 2009) ('the FW Act'), meant that the exclusion at section 386(2)(a) of the FW Act was redundant. Mr Khayam also argued that if the approach in Lunn continued to be followed, casual employees should be prevented from making Unfair Dismissal claims as their contracts terminate at the end of each engagement.

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A 2:1 majority of the Full Bench found that the Lunn decision was not applicable to the Fair Work Act 2009 and provided guidance as to how section 386(1)(a) should be interpreted. In particular, the Full Bench found a distinction between termination of the employment contract immediately before cessation of the employment and termination of the employment relationship. Consideration must be given to the entire employment relationship not just the terms of the final employment contract.

Implications for Employers

Employers can no longer assume that they are protected from Unfair Dismissal Claims simply because an employee's contract has an end date. Careful consideration must be given to terminating fixed term contracts, particularly when the employee has been engaged under successive term contracts.

Conversations with employees being engaged on maximum term contracts both at the commencement of the contract as well as when deciding not to offer a further contract will be critical in determining whether the employment has been terminated at the initiative of the employer. The employer will have to show that the employee was aware that, and agreed to, the employment relationship ending at the expiry date.

IF YOU WOULD LIKE ASSISTANCE WITH FIXED TERM EMPLOYMENT CONTRACTS, OR EMPLOYMENT RELATED ISSUES, PLEASE CONTACT A MEMBER OF OUR EMPLOYMENT TEAM, PRINCIPAL **SHARLENE WELLARD**, SENIOR ASSOCIATE **JESSICA LIGHT** OR ASSOCIATE **LEANNE DEARLOVE**.

FRANCHISING, FITNESS

What to consider when you buy a Fitness Franchise

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Franchise systems are prevalent in the Fitness Industry. Buying a franchise has a number of advantages, such as the association with an established and reputable brand or service, assistance with setting up elements of the franchise, initial management training and ongoing support via established policies and procedures, and access to existing business systems.

These advantages make buying a franchise an attractive option - you're going into business "for yourself but not by yourself". However, it has its disadvantages too and buying a franchise is ultimately an important decision. As with any decision of this magnitude, there are a number of important factors to consider and questions to ask, prior to making your purchase.

You should:

1 Satisfy yourself of the reasons for wanting to own your own business
2 Be informed of the lifestyle and income implications of owning and operating a franchise
3 Asses, and narrow your options to, franchise opportunities that are consistent with your reasons and lifestyle goals
4 Conduct **due diligence** - research the franchise system, request information and talk to current and former franchisees
5 Seek **professional legal and accounting advice** from practitioners who specialise in franchising (both of whom will play a crucial role in the buying process)
6 Understand the **rights and obligations of a Franchisee** under the Franchising Code of Conduct
7 Ensure you understand the franchising relationship and your **rights and obligations** under the Franchise agreement
8 Ensure you have adequate financial capacity, be that borrowing or savings, to establish and to begin to operate the franchise
9 Ensure you receive and **adequately evaluate** all disclosure material including Franchising Code information referred to below
10 Select an appropriate franchise system with which you are comfortable, and commence the application process
11 Use the cooling-off period to check your information and determine if you still want to proceed with your purchase.

Franchising Code of Conduct (the **Code**)

The Code is a mandatory code across Australia that regulates the conduct of the participants in a franchise system. It is part of the *Competition and Consumer Act 2010* and is regulated by the Australian Competition and Consumer Commission (ACCC). Both franchisors and franchisees must comply with the Code.

Importantly, the Code provides protection for franchisees in relation to disclosure documents, cooling off periods, the management of marketing funds and dispute resolution. Before entering into any franchise agreement, you should be provided with a copy of the Code, a disclosure statement, information statement and the franchise agreement.

Due diligence

Make sure that you conduct due diligence of the franchise – this is where you, as the purchaser, have the opportunity to investigate the franchise and to satisfy yourself that you know exactly what you're buying.

Most importantly, before considering the purchase of a franchise, individuals should first seek the advice of their lawyer and accountant, both of whom will play a crucial role in the buying process.

Meridian Lawyers' corporate and commercial legal team has dedicated expertise in the health and fitness industry and regularly advises gym businesses and franchisees, and fitness professionals on, a range of matters such as:

- Due diligence
- Franchise and licence agreements and other contractual matters

- Business structures and restructures and advice on business and asset protection
- Professional negligence and public liability claims
- Complaints and demands for compensation
- Regulatory issues relevant to fitness professionals and businesses.

SHOULD YOU REQUIRE ADVICE ABOUT PURCHASING A FRANCHISE, INCLUDING UNDERTAKING DUE DILIGENCE, PLEASE CONTACT OUR COMMERCIAL AND CORPORATE ADVISORY PRINCIPALS **MICHAEL BRACKEN**, **MARK FITZGERALD** OR SPECIAL COUNSEL **GEORGINA ODELL**.

COMMERCIAL PROPERTY

Assigning your Commercial or Retail Lease

Premises are one of the most expensive outlays of any business, however do you understand your lease?

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As the tenant, dealing with any landlord is often a David vs Goliath affair, especially in a major business transaction such as selling your business and assigning your lease. A very costly but common scenario is one where you may have entered into a deal with a potential buyer but the landlord delays or altogether, withholds its consent.

Assignment

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Assuming you are the tenant under an existing lease, an assignment of lease is when the lease is transferred to a new tenant who steps into your shoes assuming your rights and obligations under your lease. An assignment must deal with your entire premises, so you cannot assign part of your lease. However, subletting may be an option should you wish to deal with part of your lease.

Another way an assignment occurs is when the entity which is the tenant under the lease undergoes a change in control in shareholding or management.

The Procedure

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The procedure to assign a lease is usually set out in the lease document itself, however if your lease is a retail shop lease then the procedure is also set out in the Retail Leases Act 1994. Under the Retail Leases Act 1994, the landlord can only refuse an assignment of lease in two circumstances being if:

- the incoming tenant intends to change the use of the shop; or
- the incoming tenant has inferior financial resources or retailing skills.

Although, the landlord must determine what information it requires in relation to the incoming tenant's financial resources or retailing skills, it is prudent for you to have information such as the relevant accounts and asset and liability statements, tax returns, business and other trading references for the incoming tenant available for the landlord.

A request for assignment must also be made in writing to the landlord and you must also comply with the requirements under the *Retail Leases Act* 1994, by providing copies of the prescribed disclosure statements to the incoming tenant.

Pitfalls

Failure to comply with the *Retail Leases Act*, to give a proper Assignor's Disclosure Statement under that Act or to negotiate adequate protections under assignment documents may mean that you will still be liable for the ongoing obligations under the lease regardless of the fact that the lease has been assigned and the incoming tenant has occupation. If this is the case, the landlord may come back to you to enforce the lease obligations upon you should the incoming tenant face financial difficulty, which could occur years after the assignment date.

It is highly advisable to consult a leasing lawyer to understand the obligations in your lease and to avoid the pitfalls of lease assignments.

Meridian Lawyers' leasing team has over 50 years of combined experience specialising in leasing as well as being recognised as a premier leasing practice with clients ranging from retail shop tenants to international landlord entities.

SHOULD YOU REQUIRE ADVICE ABOUT COMMERCIAL LEASING, PLEASE CONTACT OUR PRINCIPAL **PENNY EVANS**, SPECIAL COUNSEL **LAURA FORSYTH** OR SOLICITOR **ZILE YU**.

COMMERCIAL

Fair Go! Are your standard contracts unfair?

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The Federal Court in ACCC v JJ Richards & Sons has provided guidance on what may constitute an unfair contract term in a small business contract.

As of 12 November 2016, statutory protections in the Australian Consumer Law (**ACL**) against *unfair contract terms* in standard form consumer contracts was expanded to include small business contracts

The ACL provides that a term is unfair if:

- it would cause a significant imbalance in a party' rights and obligations arising under the contract;
- It is not reasonably necessary in order to protect the legitimate interests of the party who would be advantaged by the term; and
- it would cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on.

A *small business contract* is one in which at least one party is a small business, which casts a wide net as to the contracts to which the protections apply. A standard form contract will be covered by these provisions even if both parties are small businesses. For these purposes, a small business is one that employs less than 20 staff members.

ACCC v JJ Richards & Sons[1]

Recently, the Federal Court provided some helpful guidance in relation to what an 'unfair' term might look like.

The ACCC instituted proceedings in the Federal Court against JJ Richards & Sons Pty Ltd (**JJR**) alleging that **eight clauses** in its standard form contract were void because they are unfair under the ACL.

This was the first time the ACCC took court action to enforce the protections in relation to small business contracts, having identified that a large operator was using unfair contract terms that cause harm to small businesses.

JJR is one of the largest privately-owned waste management companies in Australia and provides recycling, sanitary, and green waste collection services, and at the time had approximately 26,000 of their standard form contracts on foot.

The ACCC alleged that until at least April 2017, JJR entered into or renewed standard form contracts containing 8 terms that were unfair because, (reflecting the definition of an unfair term in section 24 of the ACL) they:

- created a significant imbalance in the rights and obligations of JJR and its small business counter-party
- were not reasonably necessary to protect JJ Richard's legitimate interests; and
- would, if relied on, cause significant financial detriment to small businesses.

Terms Considered 'Unfair'

The terms impugned by the ACCC, some of which may be included in many standard contracts, dealt with:

- **Automatic renewal**: binding customers to subsequent contracts unless they cancel the contract within 30 days before the end of the term
- **Price variation**: allowing JJR to unilaterally increase its prices
- **Agreed times**: removing any liability for JJR where its performance is prevented or hindered in any way
- **No credit without notification**: allowing JJR to charge customers for services not rendered for reasons that are beyond the customer's control (due to holiday closure, lack of access or other reason)
- **Exclusivity**: granting JJR exclusive rights to remove waste from a customer's premises
- **Credit Terms**: allowing JJR to suspend its service but continue to charge the customer if payment is not made after seven days
- **Indemnity**: creating an unlimited indemnity in favour of JJR
- **Termination**: preventing customers from terminating their contracts if they have payments outstanding and entitled JJR to continue charging customers equipment rental after the termination of the contract.

The ACL enables a court to declare an unfair term void and for the contract to continue to operate if it can do so without the unfair term. The Court declared these terms were unfair and therefore void by operation of the ACL.

The Federal Court decision provides useful guidance on the application of the ACL, and is a timely reminder of how important it is to review your standard contract/s to ensure they do not include terms that may be considered 'unfair' and be at risk of being declared void and therefore inoperative.

[1] *Australian Competition and Consumer Commission v JJ Richards & Sons Pty Ltd* [2017] FCA 1224

IF YOU REQUIRE ADVICE ON RE-DRAFTING YOUR STANDARD CONTRACTS OR NEGOTIATING YOUR CONTRACTS, PLEASE CONTACT OUR CORPORATE ADVISORY PRINCIPALS **MICHAEL BRACKEN**, **MARK FITZGERALD** OR SOLICITOR **GREG BAWDEN**.

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