Employment Contract

(**Employer**)

and

(**You**)

This Contract

is made on.

Between

See Item 1 of the Schedule (**Employer**)

and

See Item 2 of the Schedule (**You**)

**Background**

A. The Employer has agreed to appoint you and you have agreed to serve the Employer in the position described at Item 3 of the Schedule.

B. The Employer and you have agreed to enter into this Contract to record the terms upon which you will be employed.

The Employer And You Agree that:

# Definitions

Award means the as amended from time to time.

Confidential Information means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, data concerning the Employer or any of its related entities or any client of the Employer’s, finances, operating margins, prospect’s lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

Contract means this employment contract.

Fair Work Act means the *Fair Work Act 2009 (Cth)*.

**Intellectual Property** means all present and future copyright, registered and unregistered trademarks, patent, design or rights and any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity.

**Related Entity** has the same meaning as in the *Corporations Act 2001 (Cth)*.

1. **COMMENCEMENT AND WARRANTIES**
   1. Your date of commencement of employment is identified at **Item 4** of the Schedule.
   2. You agree that you hold the qualifications and have the skills as represented by you to the Employer.

## You have disclosed to the Employer the particulars of any restraint or restriction which may affect your performance of this Contract.

## In entering into this Contract, you have not relied on any direct or indirect conduct or representation of the Employer or any of its directors, servants, agents (or anyone authorised by any of them), other than the terms expressed in this Contract.

## You are legally entitled to work in Australia, and agree to produce the appropriate documentation confirming that upon request from the Employer.

## You have and will maintain the licenses and qualifications necessary to fulfil your role.

# PROBATION

## Your employment is probationary for the first six months of employment.

## During the probationary period, your employment may be terminated with one week's notice by either party, or payment in lieu of such notice.

# POSITION AND TITLE

## You are employed on a full time basis in the position described at Item 3 of the Schedule.

## You may be required to perform other tasks from time to time, at the reasonable request of the Employer.

# PRINCIPAL DUTIES

## You will:

### perform such duties and functions for the Employer as management may reasonably request;

### at all times act faithfully, honestly and diligently;

### devote the whole of your time, attention, skills and ability to the performance of your obligations under the Contract whenever you are required to be on duty;

### use all proper means to maintain, improve and promote the business of the Employer;

### not, at any time, do anything contrary to the interests of the Employer or anything which does or may bring the Employer into disrepute or cause loss or damage to the Employer; and

### comply with all reasonable requests to perform any additional duties.

# EMPLOYER POLICIES AND PROCEDURES

You acknowledge and agree that:

### you will comply with all the Employer’s policies and procedures, which may be amended from time to time;

### the Employer may at any time review, implement, vary and/or terminate policies at its sole discretion;

### the Employer’s policies do not form part of your contract of employment; and,

### failure to comply with the Employer’s policies may result in disciplinary action, up to and including dismissal.

# PLACE OF EMPLOYMENT

## Your principal place of employment will be at the location described in Item 5 of the Schedule, or as otherwise reasonably requested by the Employer.

## You may also be required to travel as reasonably necessary for the performance of your duties.

# HOURS OF WORK

## Your ordinary rostered hours are outlined at Item 6 of the Schedule.

## You and the Employer may agree to vary your rostered hours, provided that any such agreement made is in writing and may be terminated by either party with seven days’ notice being provided to the other.

## You will be required to work in accordance with the roster at **Item 6** of the Agreement plus any additional hours which are reasonably necessary to fulfil the requirements of your duties, or as reasonably required by the Employer.

## You will be required to work 38 hours per week plus any additional hours which are reasonably necessary to fulfil the requirements of your duties, or as reasonably required by the Employer. (*For Full-Time Employees*)

# TIME RECORDING

## You are required to complete regular time recordings as directed by management.

## You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

# REMUNERATION

## Your pay will be the amount described at Item 7 of the Schedule. You will be paid in accordance with the method of payment described at Item 7 of the Schedule.

## Your pay takes into account any hours that you are required to work outside of your standard hours of employment. *(For Full-Time Employees)*

## You and the Employer agree that where your pay exceeds applicable Award rates of pay as varied from time to time, any amount paid in excess of the Award rates of pay to which you would ordinarily be entitled, may be offset against any underpayment or non-payment of other applicable Award entitlements, including, but not limited to, overtime rates, allowances, penalty rates or applicable rate loadings.

## Superannuation benefits at the prevailing statutory rate will be deposited into a fund nominated by you and acceptable to the Employer.

# Expenses

## The Employer will reimburse you in accordance with the Employer’s policy for expenses you properly incur in the course of your employment.

# Employer debts

## If You owe money to the Employer, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the Employer may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

# ANNUAL LEAVE

## You are entitled to 4 weeks of annual leave each year in accordance with the provisions of the Fair Work Act at a pro rata rate (*Include for Part-Time Employees*).

# FAMILY AND DOMESTIC VIOLENCE LEAVE

## You are entitled to 10 days per year of paid family and domestic violence leave in accordance with the provisions of the Fair Work.

1. **LONG SERVICE LEAVE**

## You will accrue long service leave in accordance with the Fair Work Act.

1. **PERSONAL LEAVE (SICK/CARER'S LEAVE)**

## You are entitled to 10 days of paid personal leave each year in accordance with the Fair Work Act at a pro rata rate (*Include for Part-Time Employees*).

1. **OTHER LEAVE**

## All other leave, including compassionate leave, parental leave and community service leave, will be provided to you in accordance with the Employer’s policy and/or the Fair Work Act, whichever is more generous.

1. **PUBLIC HOLIDAYS**

## You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Fair Work Act, unless reasonably required to work by the Employer.

1. **CONFIDENTIAL INFORMATION**
   1. You agree to maintain the confidence of any Confidential Information that you have access to or become aware of during the course of your employment and agree to prevent its unauthorised disclosure or use by any other person.
   2. You agree not to use the Confidential Information for any purpose other than for the benefit of the Employer during or after your employment with the Employer and agree to return any and all Confidential Information on request by the Employer.

# INTELLECTUAL PROPERTY

## You acknowledge that all rights and obligations in respect of Intellectual Property made or discovered during your employment is and will remain the property of the Employer and/or any Related Entity. You will immediately disclose full details of any such Intellectual Property to the Employer and/or any Related Entity and do all things which may be reasonably necessary for vesting all rights in the Intellectual Property in the Employer or its nominee, and/or any Related Entity.

## You irrevocably waive all rights in the nature of moral rights and agree never to take or threaten any action or proceedings to enforce any right in the nature of moral rights.

# other business interests

## During your employment, the Employer must be considered your primary Employer, and any additional business interests or outside professional practice must be advised to the Employer and must not unduly impact on your commitment to the Employer as your primary Employer.

## You will not have any association or interest outside the Employer that is incompatible and/or inconsistent with the Employer’s interests.

## In order to obtain the permission of the Employer, you must declare any other business interests or other employment as a potential conflict of interest with the Employer as soon as you become aware of any real or perceived conflict of interests.

# RESTRAINT

## During the Restraint Period after the termination of your employment, you must not anywhere in the Restraint Area:

### engage or prepare to engage (directly or indirectly) as a principal in a business that competes with the Employer;

### solicit, canvass, or approach a Client with a view to obtaining the custom of that person in a business that is the same or similar to the Employer;

### interfere with the relationship between the Employer and its Clients, employees or suppliers; or

### induce or assist in the inducement of any employee of the Client or the Employer to leave their employment.

## In this provision:

### **Client** means any person, firm or company who at any time during the period of 12 months prior to the termination of your employment was a Client of the Employer in respect of the part or parts of the business in which you were employed;

### **Restraint Period** means:

1. 12 months;
2. 6 months.

### **Restraint Area** means:

1. The State of South Australia;
2. The Adelaide metropolitan area; or
3. Within a 10km radius from the principal place(s) of work.

## You separately enter into each of the covenants resulting from combining separately each business or activity above with each geographical Restraint Area and combining each such combination with each Restraint Period.

## Each of the above obligations are separate and independent obligations. In the event that one or more of the obligations are found to be unenforceable, the remaining obligations will continue to apply.

## You acknowledge that each of the restrictions above is in the circumstances reasonable and necessary to protect the Employer’s legitimate interest.

## You acknowledge that you will be liable in damages (including punitive or special damages) arising out of the breach of any of the covenants of this Contract.

# REDUNDANCY

## If your position is made redundant, you are not entitled to any payment except where it is required under the Fair Work Act or the Award.

# ASSIGNMENT

## The Contract and the rights and benefits under it are personal to you and are not assignable or transferable and may not be assigned, pledged or encumbered by you.

## The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.

# GOVERNING LAW

## The Contract shall be governed by and construed in accordance with the law noted at Item 8 of the Schedule. The parties agree to submit to the jurisdiction of the courts of that State.

# VARIATION OF TERMS

## The terms of the Contract may be varied from time to time by mutual agreement in writing between the parties.

# SEVERABILITY

## If any of the terms and conditions of the Contract are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

# ENTIRE AGREEMENT

## The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

# FAIR WORK INFORMATION STATEMENT

## By signing this Contract you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

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| --- | --- | --- |
| **SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER**  .........................................................  Authorised Officer  .........................................................  Title of Authorised Officer |  | ..............................................  Witness  ..............................................  Name of Witness (printed) |
| ..............................................  Dated  **SIGNED BY YOU**  .........................................................  Employee  ..............................................  Dated |  | .............................................  Witness  ..............................................  Name of Witness (printed) |

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| --- | --- | --- |
| **Schedule** | | |
| Item 1 | Employer name and details | (**ABN**: ). |
| Item 2 | Your name and details | . |
| Item 3 | Position |  |
| Item 4 | Commencement date |  |
| Item 5 | Location |  |
| Item 6 | Normal Rostered Hours | |  | Start time | Meal Break | Finish time | | --- | --- | --- | --- | | Monday: | - | - | - | | Tuesday: | - | - | - | | Wednesday: | - | - | - | | Thursday: | - | - | - | | Friday: | - | - | - | | Saturday: | - | - | - | | Sunday: | - | - | - | |
| Item 7 | Pay | A salary of per annum exclusive of superannuation which will be paid at a rate of 10.5% or the legislative minimum, whichever is higher.  Outer limits overtime hours “insert outer limit overtime hours”  You will be paid [Weekly / Fortnightly / Monthly] by way of . |
| Item 8 | Governing law | South Australia. |