ENTITY

ABN:

Employment Agreement V12 (01.01.2023)

EMPLOYMENT AGREEMENT

This Agreement is made on XX.XX.XXXX between:

**The Employer:**

|  |  |
| --- | --- |
| Employer: |  |
| ABN: |  |
| Address: |  |

**and Employee:**

|  |  |
| --- | --- |
| Employee: |  |
| Address: |  |

1. **Context:**
2. The Employer is a charity, the purpose of which is defined under its constitution.
3. The Employer warrants that it is solely accountable for the terms and conditions of this agreement.
4. The Employee warrants they are a citizen of or have a right to work in Australia, and able to provide proof, where requested by the Employer.
5. The Employee warrants, the information provided to the Employer, including the Resume/CV provided under ***Item 4 of Schedule 2,*** is true and correct.
6. The Employee warrants that he/she has the skills and experience to undertake the tasks & responsibilities defined ***of*** ***Schedule 4.***
7. The Employer wishes to utilize the skills and experience of the Employee as set out in ***Schedule 4***, on the terms and conditions set out in this Agreement.
8. The Parties [Employer and Employee] agree to the following terms and conditions.
9. **Interpretation:**
10. A reference to any legislation or statutory instrument includes any amendments, modifications, re-enactments or replacements of such legislation from time to time and any rules, regulations or guidelines made or issued under or in relation to that legislation or statutory instrument.
11. A reference to a clause, sub-clause, schedule or annexure is a reference to a clause, sub-clause, schedule or annexure to this Agreement.
12. A reference to a month or year means a calendar month or year.
13. A reference to money (including a reference to dollars and expressions preceded by the symbol “$”) is a reference to Australian currency.
14. The parties agree that the recitals in this document are correct. The parties adopt all the recitals as part of this document.
15. In this Agreement, headings are used for reference only and do not affect the construction of any clause in this Agreement.
16. If there is any conflict or inconsistency between any clause or provision of this Agreement and any clause or provision in any Schedule to this Agreement, those clauses and provisions shall be interpreted and read with the following order of priority:
	1. the clauses of this Agreement; and
	2. the Schedules of this Agreement;
17. and the clause or provision which is accorded priority shall prevail to the extent of the inconsistency.
18. **Definitions:**

In this Agreement:

“**Agreement**” means this Agreement and any schedules or annexures attached or referred to.

“**the Business**” means the business of the Employer being an organisation to serve Member Churches.

**“carer’s leave”** means personal leave when absent from work for the purpose of caring for an immediate family member or member of your household who is sick and requires care and support.

“**Commencement Date**” means the date set out at ***Item 2 of Schedule 2.***

“**Confidential Information**” means all data, details, plans, designs, computer software, figures, financials, costings, developments, results, technical advice, trade secrets, samples, specifications, processes, formulae, know-how, ideas, drawings, concepts, technology, manufacturing processes, intellectual property rights, documents, commercial knowledge, human resources information, marketing information, business information, Board Minutes, corporate records and any other proprietary information of the Employer (“the Information”) whether in documentary, visual, oral, machine-readable or other form together with all copies, extracts, samples, materials, equipment, media, inventions, computer hardware, videos, compact discs, CDs, CD-Roms or other items containing or referring to any of the Information which is not in the public domain (except as a result of a failure to comply with an obligation to maintain confidentiality), irrespective of how it is known by or in the possession of the Employee.

**‘Employee’** means the person employed under this agreement.

**‘Employer’** means the entity defined on the first page of this agreement.

**“Intellectual Property Rights”** means statutory and other proprietary rights in respect of trademarks, designs, patents, copyrights, confidential information and know-how.

**“redundancy”** means the Employee’s position is or will become superfluous to the needs of the Employer and the Employer is unable to provide the Employee with suitable alternative employment that is no less favourable than the Employee’s current position.

1. **Position, Probation Period and Duration:**
2. The Employer will employ the Employee in the position described in ***Item 1 of Schedule 2*** on the terms and conditions set out in this Agreement.
3. The Employee’s employment under this Agreement will continue from the Commencement Date until termination in accordance with this Agreement.
4. The Employer and the Employee have agreed prior to the commencement of this Agreement, that the Employee is on probation for a period of six (6) months from the commencement date – Refer Item 3 or Schedule 2. During the probationary period, the Employer may terminate the Employee’s employment on written notice of one week for any reason. If the Employer gives notice in accordance with this clause, the Agreement will end at the expiry of the notice period.
5. The continuation of employment is subject to the special conditions as itemised in ***Item 13 of Schedule 2***.
6. If this Agreement is terminated by the Employer during the probationary period, the Employer may in its sole and absolute discretion pay the Employee in lieu of the requisite notice period in ***sub-clause 4c,*** such payment to be calculated pro-rata based on the Employee’s base salary under this Agreement.
7. **Duties and Responsibilities:**
8. During the continuance of this Agreement, the Employee must:
	* 1. perform the duties referred to in ***Schedule 4,***
		2. perform such duties and exercise such powers as shall from time to time be reasonably delegated to the Employee by the Employer and/or the person referred to in ***Item 6 of Schedule 2*** and comply with such reasonable and lawful directions and all policies, rules and regulations from time to time laid down by the Employer,
		3. carry out duties in a proper, competent and efficient manner and use best endeavors to promote and protect the interests of the Employer,
		4. implement and enforce such practices, procedures and policies required either by law or good management practice to ensure that the Business is operated in an efficient and safe manner,
		5. when requested to do so by the Employer, fully and promptly provide the Employer with such explanations, information and assistance as required, and
		6. carry out other duties as assigned by the Employer.
9. It is the responsibility of the Employee to alert the Employer of any reason why he or she is unable to perform the tasks usually expected of them or any new task allocated to them and the Employer to decide whether or not the impairment is reasonable.
10. The terms of this Agreement will continue to apply to the Employee’s employment by the Employer irrespective of any alteration to the Employee’s duties which occurs by consent or otherwise during the continuance of the Employee’s employment.
11. The Employee must not without the consent of the Employer during the continuance of this Agreement, be engaged either directly or indirectly in any capacity in any trade, business or occupation in direct competition with the Business.
12. **Exclusive Provisions:**
13. The Employee must not without the consent of the Employer, be engaged with or operating any business during the continuance of this Agreement.
14. The Employee must not without the consent of the Employer, be employed in any capacity with another Employer or entity during the continuance of this Agreement.
15. The Employee must not without the consent of the Employer during the continuance of this Agreement, be engaged either directly or indirectly in any capacity in any trade, business or occupation in direct competition with the Business.
16. The Employee must not without the consent of the Employer, be engaged as a volunteer with any charity or business during the continuance of this Agreement.
17. **Remuneration:**
	1. **Base Salary:**
18. The Employer will pay to the Employee a base salary per annum, as set out at ***Item 8 in Schedule 2.***
19. Except on termination of employment, salary shall be paid monthly by means of electronic funds transfer into an account of the Employee’s choice. If, due to unforeseen circumstances, it is necessary to change the pay day or method of payment, the Employer will advise the Employee as soon as possible prior to the pay day of the changes to the pay period and the circumstances surrounding the change.
	1. **Superannuation:**
20. The Employer will pay superannuation on the Employees base salary at the rate prescribed by the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth of Australia or other such similar or related laws in force from time to time or such higher rate as agreed between the parties.
21. The Employee may utilize the superannuation fund that the Employer nominates and elect to salary sacrifice the Employee’s own contributions into this fund or advise the Employer of another complying fund with direct debit facilities for either Employer or Employee contributions to be debited to it.
22. The Employer will pay such payments via the Australian Taxation Office or in accordance with such Act.
23. **Allowances and Reimbursement of Expenses:**
24. The Employer will make available allowances as defined ***Item 10 Schedule 2.***
25. The Employer will reimburse the Employee all expenses incurred whilst travelling on behalf the Employer, in accordance with the Employer’s ‘Travel Policy’.
26. In the absence of a Travel Policy, The Employer will reimburse the Employee all reasonable travelling, accommodation and other out-of-pocket expenses incurred by the Employee in or related to the performance of duties under this Agreement upon production by the Employee of original receipts or other supporting vouchers or documentation in accordance with the normal policies and procedures as determined by the Employer from time to time.
27. **Salary Review:**
28. The Employer will review as prescribed ***Item 7 Schedule 2,*** the Employee’s base salary as defined in ***Item 8 Schedule 2,*** and Employer may in its absolute discretion, adjust the Employee’s base salary as a result of such review.
29. At each review the Employer will take into account all relevant factors relating to the performance by the Employee’s duties including, but not limited to, the following factors:
	* 1. the standard of performance of those duties with particular emphasis on the development and growth of the Employer’s mission and ability to achieve Key Performance Indicators (KPI’s) and budgeted targets,
		2. the Employee’s conduct, attitude and loyalty to the Employer’s purpose, and
		3. synergy with the philosophy, vision and mission of the Employer.
30. **Hours and Place of Work:**
31. The Employee’s duties will be carried out during the hours and days referred to in ***Item 9 of Schedule 2*** or at such other times and on such other days as may reasonably be required.
32. The Employee’s hours of duty will need to be flexible to meet specific circumstances and to best perform the required duties and responsibilities of the position. The Employee may be required to commence work early or finish late, undertake work on evenings and/or weekends and the position may involve national and international travel.
33. The Employee acknowledges that the remuneration the Employee receives under this Agreement, reflects and reimburses the Employee for the requirement to work such days and hours as may reasonably be necessary beyond the minimum hours referred to in ***Item 9 of Schedule 2*** for the satisfactory performance of the duties of the position in which the Employee is employed by the Employer. Accordingly, this salary offsets any entitlement to overtime payments.
34. ***Clauses 8a and 8b*** do not apply where the Employee is employed for specific hours over certain days, as defined in the schedule.
35. **Paid Leave Entitlements:**

All leave provisions are based on 38 hours per week, where less they are pro-rata, unless otherwise specified by law.

* 1. **Annual Leave:**
1. The Employee is entitled to take 20 days annual leave in addition to public holidays, for every 12 months of continuous employment. Annual leave entitlements shall accrue pro-rata at the rate of 1.67 days for each calendar month worked.
2. The Employee is entitled to paid annual leave for each year worked at the base salary rate of pay, without loading.
3. Annual leave entitlements are cumulative but, must be taken within one year of the leave entitlement falling due.
4. Annual leave may be taken at any time, as mutually agreed between the Employer and the Employee.
5. The Employer may mandate an Employee that has accrued eight weeks or more annual leave, to take leave to reduce the accrual to four weeks.
	1. **Mandatory Leave:**
6. As a Christian Based Employer, the Employer may elect to operate with essential staff only over the:
	* 1. Christmas and New Year period [25th December to 1st January], and
		2. Easter period [Easter Friday to Easter Monday]
7. When directed to work over these periods, the Employee agrees to take annual leave for days not designated as a Public Holiday.
	1. **Public Holidays:**
8. The Employee is entitled to be absent from work without deduction of pay on all public holidays appointed under the laws of the State in which the Employee is working at the time such public holidays fall due.
9. If the Employer requires the Employee to work on a public holiday, then the Employer shall provide the Employee with time off without loss of salary or benefits in lieu for the hours worked by the Employee on the public holiday. Such time off in lieu shall be taken at such time as agreed between the Employee and the Employer.
	1. **Long Service Leave:**

The Employee is entitled to long service leave in accordance with the laws of the State in which the Employee permanently resides. Annual leave shall accrue pro-rata at 1/60 of the Employee’s base salary per year of service.

* 1. **Sick and Carer’s Leave:**
1. The Employee is entitled to ten (10) days paid sick and carer’s leave each year.
2. The Employee will be paid sick or carer’s leave at the Employee’s base salary rate of pay, in respect of any period during which the Employee is absent under such entitlement.
3. Unless otherwise agreed by the Employer, the Employee must provide a certificate from a qualified medical practitioner in respect of any period of two (2) or more consecutive days during which the Employer is absent from work.
4. Such leave is cumulative however, upon termination or resignation or expiry of this Agreement, any remaining accumulated sick or carer’s leave will be forfeited.
	1. **Family and Domestic Violence Leave:**
5. Under new provisions, family and domestic violence means violent, threatening or other abusive behaviour by an Employee’s close relative, a current or former intimate partner, or a member of their household that both:
	* 1. seeks to coerce or control the Employee, or
		2. causes them harm or fear.
6. A close relative of the Employee includes:
	* 1. a spouse or former spouse,
		2. de facto partner or former de facto partner,
		3. child,
		4. parent,
		5. grandparent,
		6. grandchild,
		7. sibling,
		8. a child, parent, grandparent, grandchild or sibling of an employee’s current or former spouse or de fact partner, or
		9. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
7. Subject to the following commencement dates, Employees, including casual and part-time Employees, can access up to 10 days paid family and domestic violence leave in a 12-month period.
	* 1. From 1st February 2023, Employees employed by an organisation with 15 or more Employees, or
		2. from 1st August 2023, for Employees employed by an organisation with less than 15 Employees.
8. Casual and part-time Employees are also entitled to 10 days paid parental leave, paid at their usual daily or weekly rate.
9. The leave entitlement renews each year at the commencement of the Employee's work anniversary. It does not accumulate from year to year where not used.
10. The leave can be taken as for example:
	* 1. making arrangements for the Employee’s safety, or the safety of a close relative (including relocation),
		2. attending court hearings,
		3. accessing police services,
		4. attending counselling, and
		5. attending appointments with medical, financial or legal professionals.
11. If an employee takes paid family and domestic violence leave, they have to let their employer know as soon as possible. This could be after the leave has started. An employer can ask their employee for evidence to show that the employee needs to do something to deal with family and domestic violence and it’s not practical to do that outside their hours of work.
12. An Employer can request evidence that confirms the Employee took leave to deal with family and domestic violence. Where not provided Employee may decline such leave.
13. The Employer will accept the following evidence as proof:
	* 1. documents issued by the police service,
		2. documents issued by a court,
		3. family violence support service documents, or
		4. a statutory declaration.
14. Employers can ask employees to provide evidence for as little as one day or less off work.
15. Counselling and support for people impacted by domestic and family violence is available at the [1800 RESPECT](https://www.1800respect.org.au/).
	1. **Bereavement Leave:**
16. In the event of the death of a member of the Employee’s immediate family, and subject to notice being given and, if requested, adequate proof of death being provided, the Employee (including casual Employees) shall be entitled to take two (2) days paid compassionate or bereavement leave if a member of the Employee’s immediate family or household dies or suffers a life-threatening illness or injury. The two days need not be consecutive.
17. Immediate family is an Employee's:
	* 1. spouse or former spouse,
		2. de facto partner or former de facto partner,
		3. child,
		4. parent,
		5. grandparent,
		6. grandchild,
		7. sibling, or a
		8. child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).
18. This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.
19. Employees will be able to take compassionate leave for other relatives (eg. cousins, aunts and uncles) if they are a member of the Employee's household, or where the Employer agrees.
20. **Non-Paid Leave Entitlements:**
21. The Employee will be entitled to maternity, paternity or adoptive leave in accordance with the laws of the Australia or the state in which the Employee permanently resides.

***Note: This will be subject to new rules in 2023.***

1. The Employer at its discretion, may grant the Employee either paid leave or leave without pay to study for and/or write examinations related to the professional development of the Employee.
2. **Training:**
3. At the request of the Employer, the Employee agrees to undertake all training required for the purposes of the Employee’s employment.
4. The Employee may also request the Employer permit the Employee’s attendance at a specific training course provided always:
	* 1. the Employee can demonstrate to the Employer’s sole and absolute satisfaction, the benefit of such training course for the Employee’s employment, and
		2. the Employer is under no obligation to agree to the request and may agree or deny the request in its sole and absolute discretion.
5. Unless otherwise agreed, the Employer will pay all costs associated with the training course.
6. In the event the Employee resigns within three (3) months after completion of the course, then the Employee will be required to fully reimburse the Employer for all costs associated with the training course.
7. The Employee agrees that any payments owing in relation to ***Clause 11d*** will be deducted from final monies owing to the Employee, or if the final monies are insufficient, the Employee will be required to reimburse the Employer.
8. ***Clause 11d*** will not apply in the event the Employee’s employment is terminated by the Employer pursuant to ***Clause 14.***
9. **Confidentiality and Non-Disclosure:**
10. The Employee acknowledges and agrees that the Employee may be afforded access to, and acquire knowledge of the Confidential Information of the Employer including the Business. The Employee agrees not to disclose to others or independently use any such Confidential Information without the written authorisation of the Employer. This obligation is binding, has worldwide effect and shall continue indefinitely, subject to:
	* 1. the Confidential Information being in the public domain (except as a result of failure to comply with the obligation in this clause),
		2. the Confidential Information is required by law to be disclosed by the Employee, and
		3. the Confidential Information being known and proven to have been known to the Employee prior to its disclosure to the Employee.
11. The Employee shall not during or after the expiration of this agreement, without prior written consent, make statements, comments or representations in any way whatsoever directly or indirectly about the Employer, its affiliated companies or Employees unless authorized by the Employer or compelled to do by law.
12. No photograph of the Employer’s equipment, installations, projects or property shall be taken without the Employer’s prior written consent.
13. The Employer agrees to keep confidential the employment records of the Employee with the exception:
	* 1. where required by law to share such information,
		2. to enable the Employer to interact with the Australian Taxation’s [ATO] Single Touch Payroll [STP] and other reporting requirements,
		3. where requested by a financial authority to open an account on behalf of the Employee;
		4. where requested by an insurer regards insurance the Employer takes out or pays on behalf of the Employee; and
		5. where requested or mutually agreed with/by the Employee to share such information.
14. **Intellectual Property Rights:**
15. All Intellectual Property Rights existing anywhere in the world (including trademarks, Confidential Information and copyright of any literary, dramatic or artistic work which in this context is intended to include, but is not limited to, computer programs and/or circuit layouts) made or created by the Employer and/or the Employee while employed by the Employer which is:
	* 1. of any relevance whatsoever to the Business or the Employer, and
		2. either written under the direction of the Employer and any related company or entity of the Employer or was intended for the benefit of any of those parties or belongs to the Employer.
16. All usernames and passwords to access accounts and applications.
17. to the extent that such Intellectual Property Rights are not otherwise vested in the Employer, the Employee hereby assigns all right, title and interest in the Intellectual Property Rights to the Employer and the Employee further agrees to sign all documents and take all steps necessary to enable any registrations of Intellectual Property Rights available in respect thereof.
18. **Termination:**
19. The Employer may terminate the Employee’s employment at any time without notice and without payment of any compensation, with immediate effect if the Employee:
	* 1. acts in a manner contrary to Christian beliefs and values or commits an act that discredits or disgraces Christianity,
		2. commits an act of gross misconduct or, after written warning wilfully neglects to carry out duties under this Agreement. For the purposes of this clause, gross misconduct means conduct of a kind such that it would be unreasonable to require the Employer to continue the employment of the Employee during the notice period.
		3. An act of gross misconduct includes, but is not limited to acts that put other Employees and the Employer’s health and welfare at risk:
		4. entering the workplace when you are not able to due to a government mandated work order or knowingly ill with aliment that is contagious,
		5. under the influence of alcohol or an illegal substance,
		6. Instructs an Employee to conduct an activity in a manner that is not compliant with the Employer’s Work Health and Safety Policy,
		7. bullying or harassment that has caused another Employee to become physically or mentally ill, substantiated by a doctor, medical authority or in considered opinion of the Board,
		8. distributing sexually explicit material whilst employed, and
		9. fails to perform their duties in accordance with Employer’s Job Description for the role and, policies.
		10. commits any serious or persistent breach of any of the provisions of this Agreement,
		11. becomes bankrupt,
		12. is convicted of any criminal offence other than an offence which in the reasonable opinion of the Employer does not affect the Employee’s position nor bring the Employer or any related company or entity of the Employer into disrepute,
		13. becomes of unsound of mind or is deemed incapable of managing the position to which the Employee was appointed under this Agreement,
		14. is unable properly to discharge the Employee’s obligations under this Agreement through accident, illness or injury or any other cause whatsoever for a period of three consecutive months or for a period aggregating three months in any continuous period of one year,
		15. commits or engages in any act of sexual or racial harassment or direct or indirect discrimination (within the terms of any law applicable in the place where such act is committed) against any Employee, officer, prospective Employee, contractor, consultant or customer of the Employer, or
		16. discloses to another or independently uses the Confidential Information in breach of the terms and conditions of this Agreement.
		17. Publishes on any media or discuss with any media organisation, material or matters that are likely to discredit the Employer, Employees and Christianity.
20. This Agreement may otherwise be terminated for any reason by either the Employer or the Employee giving the other party the notice period set out at ***Item 11 of Schedule 2*** in writing of intention to terminate this Agreement.
21. If this Agreement is terminated by the Employer, the Employer may at its discretion, pay the Employee in lieu of the requisite notice period, such payment to be calculated pro-rata based on the Employee’s base salary under this Agreement.
22. If the Employee gives notice to the Employer under ***Clause 14b*** and the Employee fails to work the notice period in ***Item 11 of Schedule 2*** (or if the Employee otherwise terminates without notice), the Employee will forfeit the Employee’s right to the notice period in ***Item 11 of Schedule 2*** and/or payment in lieu of such notice period.
23. **Redundancy:**
24. If the Employer terminates this agreement by reason of redundancy, the Employer shall pay to the Employee:
	* 1. the notice period set out at ***Item 11 of Schedule 2***, and
		2. a redundancy payment set out at ***Item 12 of Schedule 2.***
25. If this Agreement is terminated by the Employer, the Employer may at its discretion, pay the Employee in lieu of the requisite notice period, such payment to be calculated pro-rata based on the Employee’s base salary under this Agreement.
26. **Obligations on Notice of Termination:**
27. Upon notice of being Terminated, the Employee shall assign all usernames and passwords to access computers, printers, other electronic items and accounts and applications to another Employee as directed by the Employer.
28. Upon termination of the Employee’s employment for whatever reason, the Employee must immediately:
	* 1. unless otherwise directed by the Employer, if the Employee is a director or secretary of the Employer, resign at the time of giving or receiving such notice or otherwise being terminated under this Agreement,
		2. deliver to the Employer all Confidential Information and any copies thereof howsoever stored and wherever located and any keys, credit cards and other property of the Employer, which may be in the Employee’s possession or under the Employee’s control, and
		3. accord with all obligations and take all steps necessary to maintain obligations which are capable of survival beyond the termination of this Agreement, including but not limited to, those obligations contained in ***Clauses 12 and 13*** of this Agreement.
29. **Restraint of Trade:**
30. The Employee agrees with the Employer that after the date of termination of employment, the Employee will not either directly or indirectly:
	* 1. hold any material interest, including but not limited to a position as a director [member of the board], officeholder, shareholder, Employee, agent, principal, partner, debenture holder, trustee, the holder of any security or in any other capacity in any firm, company or other entity which requires or might reasonably thought by the Employer to require the Employee to disclose or make use of any Confidential Information of the Employer in order to properly discharge his duties or to further his interests in such firm, company or entity,
		2. retain any usernames or passwords,
		3. canvass or solicit any person who is or which has been a client, contact or customer of the Business, and
		4. solicit or entice away an Employee of the Employer within a twelve month of the date of termination.
31. ***Clause 17*** is to be construed and take effect as if it consisted of a number of separate provisions which are the result of combining each type of conduct referred to in ***Clause 17*** with each of the time periods referred to in ***Clause 17.*** If any of those separate provisions is unenforceable, illegal or void for any reason, that provision shall be severed. Severance will not affect the validity or enforceability of any of the other separate provisions.
32. The Employee must not at any time after the date of termination of employment with the Employer, induce or seek to induce by any means the disclosure or use of Confidential Information.
33. The Employee must not upon the termination of employment with the Employer, act of behalf of the Employer, claim to represent the Employer or infer being in any way connected with the Employer.
34. The Employee acknowledges and agrees the restraints imposed upon the Employee under ***Clause 17*** are fair and reasonable for the protection of the goodwill of the Employer.
35. If, upon termination the Employee:
	* 1. has not returned any tools, software or other items owned by the Employer or the directors of the Employer, or
		2. is indebted to the Employer or the directors of the Employer.
		3. the Employee hereby authorises the Employer to deduct the reasonable cost of such items, from any outstanding amounts due and owing to the Employee at termination.
36. The parties agree that this clause is without prejudice to all other rights and obligations of the parties.
37. **Variation of Agreement:**

This Agreement may only be varied by agreement in writing signed by both the Employer and the Employee.

1. **Minimum Terms:**

If any law of the Commonwealth of Australia or of the State in which the Employee permanently resides applicable to the position performed by the Employee under this Agreement, requires minimum terms to be contained in any employment agreement, then to the extent that this Agreement does not contain such minimum terms, they are hereby deemed to be incorporated.

1. **Notice:**
2. A notice or other communication given by a party under this Agreement must be in writing and either hand delivered or sent by pre-paid post to the address of the other party set out in this Agreement or such address as subsequently notified in writing or by email.
	* 1. A notice or other communication is regarded as given if hand delivered,
		2. by 5.00pm on a Business Day, on the date of delivery to the party’s address set out in this Agreement or such address as subsequently notified in writing, or
		3. after 5.00pm on a Business Day, on the next business day following the day of delivery to the party’s address set out in this Agreement or such address as subsequently notified in writing.
		4. mailed by express paid to an address in Australia, two (2) Business Days after posting,
		5. by email,
		6. by 5.00pm on a Business Day which receipt shall be assumed if no delivery failure notice is received by the sender.
3. **Severance:**

If any provision or part of any provision of this Agreement is void, invalid or unenforceable for any reason, that provision or part of that provision may be severed from this Agreement and does not affect the validity, operation or enforceability of any provision of this Agreement.

1. **Survival of Terms:**

 The terms, conditions and provisions of this Agreement which are capable of having effect after the expiration of termination of this Agreement, shall remain in full force and effect following such expiration or termination.

1. **Independent Advice:**

The Employee warrants by executing this Agreement, that the Employee has had the opportunity to obtain and/or has obtained independent legal and financial advice on the terms and conditions of this Agreement.

1. **Counterparts:**

This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute the one instrument. A party is entitled to treat, and is shall be deemed, that an Agreement sent to it by facsimile by another party executed by that other party is an original executed document.

1. **Governing Law and Jurisdiction:**

The laws of the State of Australia in which the Employee permanently resides govern this Agreement and the parties irrevocably submit to the non-exclusive jurisdiction of the State in which the Employee permanently resides.

**EXECUTED** as an Agreement by:

**[Employer]**

by the [XXXXXXX]  **Name: [XXXXX XXXXX - Employer]**

 **Signature: ……………………………………………………**

**And**

by the **Employee**

I hereby acknowledge that I was given this employment agreement to read and refer to a suitably qualified person for feedback prior to signing it. I was also given Fair Work of Australia’s Information Statement [included in Schedule 3] and the Australian Taxation Office’s Standard Choice Form [NAT 13080] to read and complete where applicable. I agree to abide by the terms and conditions of this employment agreement and other employment conditions required by law.

  **Name: [XXXXX XXXXXX - Employee]**

 **Signature: ……………………………………………………**

in the presence of (witness) **Name: [XXXXX XXXXXX - Witness]**

 **Signature: ……………………………………………………**

**SCHEDULE 1**

|  |
| --- |
| **Employee Information** |
| Family Name |  |
| First and middle names |  |  |
| Street Address |  |
|  |  |
| Postal Address |  |
|  |  |
| Telephone Number - Fixed |  |
| Mobile Number |  |
| Email Address |  |
| Bank Account | BSB |  | Account |  |
| **First Aid Information** |
| Allergies |  |
| Medical Conditions |  |
| Other  |  |
| **Checks [Where Required]** |
| Children’s Check | Date |  | Number |  |
| National Police Check | Date |  | Number |  |
| **Emergency Contact Details** |
| Name of Person |  |
| Relationship |  |
| Work Phone Number |  |
| Mobile Phone Number |  |
| Email Address |  |

**SCHEDULE 2**

|  |  |  |
| --- | --- | --- |
| **Item No** | **Provision** | **Details** |
| 1 | Position |  |
| 2 | Commencement Date |  |
| 3 | Probationary Period |  |
| 4 | Resume’s/CV’s |  |
| 5 | Job Description |  |
| 6 | Direct Report |  |
| 7 | Reviews |  |
| 8 | Base Salary |  |
| 9 | Days/Hours of Work |  |
| 10 | Allowances |  |
| 11 | Notice Period |  |
| 12 | Redundancy |  |  |
| 13 | Special Conditions |
|  |

**SCHEDULE 3**

**Fair Work Information Statement**

# **Important information about your pay and conditions:**

*Refer attached:*

**SCHEDULE 4**

**Position Description**

Transcribed or attached.