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# Date of Agreement

\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

# Parties

**[Organisation Name],** [ABN]of [address] in the State of [state], Australia (referred to as the **Company**) **and**

**[Employee]** of [**Address]** in the State of [state], Australia (referred to as the **Employee**)

# Background

The Company has agreed to employ the Employee [for a fixed term of .....months/years] and the Employee has agreed to serve the Company as the [Employee position], in accordance with the terms and conditions of this Agreement.

# Operative Provisions

## Definitions and Interpretation

### Definitions

* 1. In this Agreement the following definitions apply:

**Agreement** means this document.

**End Date** means the date that the Employee ceases to be employed by the Company.

**Intellectual Property Rights** means all future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

**Inventions** means any invention, discovery, idea, development, process, plan, design, formula, specification, program, or other matter or work whatsoever, including any and all improvements made to any matter or work.

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act* 1968 (Cth).

"**Restricted Period**" means:

* + 1. 12 months after the end of the Employee's employment; or, if that is not enforceable,
    2. 6 months after the end of the Employee's employment; or, if that is not enforceable,
    3. 3 months after the end of the Employee's employment.

"**Restricted Area**" means:

* + 1. Australia; or, if that is not enforceable,
    2. The State of [state]; or, if that is not enforceable,
    3. The regional area of [regional area].

## Medical Examination

* 1. The Employee agrees to undertake an independent medical examination within one month of commencement of employment.
  2. If, following the independent medical examination, the Company forms the view that the Employee is unable to perform the inherent requirements of the role then the Company is able to terminate this Agreement without notice.

## Employment

### Term

* 1. The Employee's employment will be for an agreed ...........months/year - period from .......to ............. OPTION....The Employee’s employment commences on the Date of Commencement and continues unless terminated by either party pursuant to clause 12 of this Agreement.
  2. The Employee is not guaranteed employment with the Company after the finish of any fixed term. The Employee's period of employment with the Company can only be extended if the Company agrees in writing. If the period of the Employee's employment is not to be extended, or agreement on terms and conditions of your employment for the period after the fixed term finishes cannot be reached, the Employee's employment will end on the date specified in this Agreement. The Employee will not be entitled to any further payment if this occurs, other than entitlements accrued to that date.

### Position and Title

* 1. The Employee is employed as the [Employee position and title]. The Employee must perform the duties set out in the job description for the position at Schedule 1 of this Agreement.
  2. In addition, the Employee may be required to perform other tasks, which are not included in the Employee's job description and which she/he is capable of performing.
  3. If the Employee's position, duties or reporting structure change, all other provisions of this Agreement will continue to apply to the Employee's employment unless she/he and the Company enter into a new written agreement or vary this Agreement in writing.

### Location

* 1. You shall work at an office based at [address], but you acknowledge that such work may be required to be undertaken as field duties and / or work at other locations as a requirement of the position. These locations may include in any part of [state] in which case the Employee acknowledges that her/his place of work may vary from time to time. The Employee may also be required to travel within the State or interstate to perform the Employee's duties.

### Probation

* 1. The Employee will be employed on probation for the first –six (6) months of her/his employment.
  2. The Employee or the Company may end the employment during the first six (6) months of the Employee's employment by giving two (2) weeks’ written notice to the other party. If the Company ends the Employee's employment during this period, it may elect to make payment in lieu of all or part of the two (2) weeks’ notice period.

## Duties

* 1. The Employee shall faithfully and diligently and with reasonable care perform the duties, and exercise the powers, which from time to time may be assigned to the Employee by the Company. The duties of the position are set out in Schedule 1.
  2. The Employee shall devote her/his time, ability and attention to her/his duties under this Agreement.
  3. The Employee shall use her/his best endeavours to promote the interests of the Company. The Employee shall not knowingly do, or willingly permit to be done, anything to the prejudice, loss or injury of the Company.
  4. The obligations and duties owed by the Employee to the Company under the terms of this Agreement are intended to be continuing and shall be owed by the Employee to the Company.
  5. The Employee must not undertake any appointment or position (including directorship) or work or advise or provide services to, or be engaged, or associated with any business or activity that:
     1. results in the business or activity competing with the Company;
     2. adversely affects the Company's or its reputation; or
     3. hinders the Employee’s performance of her/his duties.
  6. The Employee must not, other than as set out in this Agreement, accept any payment or other benefit from any person as an inducement or reward for any act or omission in connection with the business and affairs of the Company or the duties assigned to the Employee by the Company from time to time.
  7. In order to enhance the Employee's performance or career, the Company may require the Employee to attend training.

## Reporting

* 1. The Employee shall at all times keep the Company promptly and fully informed (in writing if so requested) of her/his conduct of the business or affairs of the Company and provide such reports and explanations of the business or affairs of the Company or her/his conduct as the Company may require.
  2. A fortnightly progress report is to be prepared using an Activity Report Form and submitted to the [position title] (or, if unavailable, the [position title]) for the purpose of providing the Chief Executive Officer and [Organisation Name] Board an up-to-date analysis on the progress of all work being done

## Hours of work

* 1. Works hours will generally be flexible and dependent upon the nature of the Project. However, it is expected that the Employee's hours of work are 38 hours worked per week, averaged over a month plus reasonable additional hours that may be required for the proper performance of duties under this Agreement which includes any work related travel throughout the [state] and beyond that may be required to be undertaken outside of the ordinary working hours of the office.
  2. Overtime rates will not apply to this position as it has been factored in to the Total Remuneration Package. Time off in lieu can only be accrued and taken within each calendar month. Time off in lieu needs to be authorised by the immediate supervising manager.
  3. The Employee will be required to devote the whole of the Employee's time during working hours and at such other times as may be necessary to perform the Employee's duties.
  4. Because of the nature of the position the Employee is required to work such reasonable additional hours to perform work allocated to the Employee or as directed by the Company, without the payment of overtime. The Employee's remuneration includes an amount to compensate for this.

## Policies

The Company has various policies which apply to the Employees' employment. The Employee must familiarise himself with these policies. The policies form part of the Employee's employment contract and may be changed by the Company from time to time but do not create any binding obligations upon the Company which are legally enforceable.

## Remuneration

* 1. The Employee is entitled to the remuneration set out in Schedule 2.

The salary component will be paid fortnightly by way of electronic transfer to the bank account of your nomination.

Any annual leave loading and overtime that you are or may become entitled to is already factored into your Total Remuneration Package and will not be paid separately.

For the removal of doubt, except where expressly provided for in this Agreement, the Employee’s Annual Salary amount includes all of the following allowances, extra payments and penalties;

* Locality, Divisional and District Allowances
* Incentive based payments and bonuses
* Weekend penalties
* Overtime penalties
* Annual leave loading
* Meal Allowances and penalties for working through meal breaks
* Penalties for working on Public Holidays
* Travelling and Kilometre Allowances
  1. Subject to pre-approval, the Employee will be reimbursed for any work-related travel, accommodation and other expenses reasonably incurred by the Employee in the performance of his duties, subject to the production of receipts and other documentation as required by the Company.
  2. Upon termination of employment the Employee authorises the Company to deduct from her/his remuneration any amount owed to the Company.
  3. The Company will pay the Employee's salary by fortnightly instalments in arrears by way of electronic funds transfer to a bank account nominated by the Employee.

### Set-off of statutory entitlements

* 1. The Remuneration, the value of other terms and conditions and any payments made at the discretion of the Company under this Agreement, are intended to exceed all entitlements under the law or any applicable industrial award or agreement that may apply to the Employee's employment. To the extent possible, the excess will be used to offset any monetary entitlements under the law and under any other applicable industrial award or agreement, including penalty rates, overtime, annual leave loading and allowances. This arrangement does not disadvantage the Employee and at the same time complies with any legislative, award or agreement obligation the Company may have, to the extent that the excess covers such entitlements.

### Performance Management and Disciplinary Procedure

* 1. The Employee will be required to participate in the Company's performance appraisal scheme. Throughout the year the Company will also review the Employee's performance on specific engagements and informally on an ongoing basis. These assessments shall be based on the attainment of the Performance Indicators as detailed in Schedule 1.

## Disciplinary Procedure

* 1. The Employee may be subject to a formal counselling procedure where the Company considers the Employee’s behaviour to be:
     1. inappropriate;
     2. Adversely affecting the operational performance of [Organisation Name];
     3. In breach of any statutory requirements;
     4. in breach of any Company policies or procedures; or
     5. Otherwise adversely affecting the goals and objectives of the Company
  2. The purpose of the counselling process will be to make the Employee aware that her/his behaviour is unacceptable, and give the Employee the information, time, support and resources to comply with the Company’s requirements.
  3. If the Employee does not rectify her/his behaviour then the Employee may be subject to further disciplinary action up to and including dismissal.
  4. Counselling processes will be conducted in accordance with the Company’s policies and procedures.

## Superannuation contributions

In addition to the base salary set out in Schedule 2 of this Agreement, the Company will contribute [statutory percentage] of the Employee's base salary up to the maximum contribution base, which is currently the minimum amount required under the *Superannuation Guarantee (Administration) Act* 1992 (Cth), to a complying superannuation fund nominated by the Employee in writing, or in the absence of the Employee nominating, into a complying default superannuation fund.

## Leave

### Annual leave

* 1. The Employee is entitled to twenty (20) days paid annual leave for each year of service with the Company in accordance with the Fair Work Act 2009 (Cth) (FW Act).
  2. Annual leave accrues on a pro rata basis and is cumulative.
  3. Subject to the FW Act, annual leave will be taken at a mutually convenient time, as agreed between the Employee and the Company, where the request for leave will not be unreasonably refused. The Company may also reasonably direct the Employee to take annual leave.

### Personal/carer's leave

* 1. The Employee is entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) for each completed year of service in accordance with the FW Act.
  2. Personal/carer's leave (including sick leave) will accrue from year to year in accordance with the requirements of the FW Act, but will not be paid out on termination of employment.
  3. Personal/carer's leave (including sick leave) may be taken if the Employee is not fit for work because of a personal injury or illness or to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household.
  4. In the event of an unexpected emergency the Employee is entitled to a further two (2) days of unpaid carer’s leave.
  5. A medical certificate is required when sick leave exceeds two (2) consecutive days.
  6. **Parental leave** Upon serving no less than 12 months with the Company the Employee may access parental leave that will consist of fully paid leave of a period of three (3) weeks or six (6) weeks half pay where the [position title] is convinced that the normal work plan will not be adversely impacted. A non pay period will exist, including the paid period, for up to twelve (12) months where the Employee is eligible to come back to their position with the Company. Parental Leave is also provided in accordance with the Paid Parental Leave Act (Cth) and the National Employment Standards as set out in the FW Act.

### Compassionate leave

* 1. The Employee will be entitled to up to two (2) days paid compassionate leave per 'occasion' in accordance with the FW Act.

### Long Service Leave

* 1. Long service leave is provided in accordance with applicable State, Territory or Commonwealth legislation.

### Conferences and Training

* 1. The Employee is entitled to up to two (2) weeks per year to be taken for Conferences and Training of the Employee’s choice as agreed to in writing by the [position title] provided it is conforming to the Company’s strategic goals. This does not include costs associated with travel and accommodation unless agreed to in writing by the [position title] and / or the Chief Executive Officer prior to a decision.
  2. Upon completion of any conference or training a written report on what was involved in the activity and the results are to be included in the Employee’s next Fortnightly Progress Report.

### Prolonged Sickness

* 1. If the Employee is prevented by illness or accident in fully performing all duties for more than a total of three (3) months continuously or cumulatively within any twelve (12) monthly period during the Employee’s employment then the Company may immediately terminate the Employee’s employment (FW Act).

### Workers Compensation

* 1. The Employee shall be covered by Workcover [state] (or similar workers compensation cover) and such cover shall be kept current by the Company.

### Other Leave

* 1. All other leave entitlements are provided in accordance with applicable State, Territory or Commonwealth legislation.

## Ending the employment

### Ending the employment arising out of an alleged breach

* 1. Notwithstanding anything herein contained in this Agreement, the Company shall have the right to terminate the Employee’s employment in accordance with the procedures under the FW Act for:
* Drunkenness or intoxication;
* Dishonesty;
* Serious neglect of duty or incompetence;
* Wilful inefficiency or wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of this Agreement;
* Misrepresentation of qualifications or work history;
* Fighting on the Company’s premises or at a client’s site whether during or outside of working hours;
* Abuse of and / or intimidating behaviour towards another Company Employee(s);
* Theft;
* Assault;
* Fraud;
* Conduct by the Employee that causes imminent and serious risk to: (a) a person’s health and safety or (b) the reputation, viability or profitability of the Company’s business;
* Falsifying wage timesheets;
* Passing on of confidential Company information to another party without management written approval or breaching Confidentiality obligations;

In exercising the right of termination the Employee will be given a minimum of fourteen (14) days notice in writing of any alleged breach and afforded an opportunity to respond within a further fourteen (14) days prior to the matter of termination being decided by the Company.

### Ending the employment with notice

* 1. Notwithstanding any other provision, the Employee's employment may be terminated by either party at any time by giving written notice to the other party as set out below. In addition Employees who are over 45 years of age and with at least two (2) years of continuous service will be entitled to an additional week’s notice. Notice is as follows:-

|  |  |
| --- | --- |
| **Period of employment** | **Period of Notice** |
| Not more than 1 year | 1 week |
| More than 1 year, but not more than 2 years | 2 weeks |
| More than 3 years, but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

### Payment in lieu of notice

* 1. If either the Employee or the Company gives notice to terminate the Employment, the Company may elect to make payment in lieu of all or part of the notice period, where such payment shall be calculated by reference to the value of the Employee’s base salary.
  2. During the notice period, the Company may require the Employee not to perform any duties and not to attend for work. The Company will continue to pay the Employee's remuneration entitlements for the relevant part of the notice period. At any time however, the Company may require the Employee to be ready and available to report for work during this period of time or to perform part of the Employee's responsibilities or duties as required.
  3. If either the Employee or the Company gives notice to terminate the Employment, the Employee and the Company can, by mutual agreement, come to an arrangement on a shorter period of notice than as outlined in clause 12.2 for termination of the Employment.

### Ending employment without notice

* 1. Notwithstanding any of the other provisions of this Agreement, the Company may terminate the Employment without notice or any payment in lieu of notice, in circumstances where the Employee has engaged in serious or wilful misconduct. Circumstances which may amount to serious or wilful misconduct include, but are not limited to, if the Employee:
     1. commits any other serious or wilful breach of any of the provisions of this Agreement; or
     2. neglects or fails (otherwise than by reason of accident or ill health), or refuses to carry out the duties required of her/him; or
     3. breaches her/his fiduciary duties to the Company (including a material breach of the Company’s policies or procedures as amended from time to time); or
     4. is convicted of any serious criminal offence which is likely to affect adversely the Company's reputation; or
     5. acts in a manner (whether in the course of her/his duties or otherwise) which does or, in the reasonable opinion of the Company, is likely to bring her/him or the Company into serious disrepute; or
     6. commits any act of bankruptcy or compounds with creditors; or
     7. is disqualified from holding office as a director of any company by virtue of any legislation; or
     8. is guilty of dishonesty, gross incompetence, wilful neglect of duty or any other misconduct which at law constitutes serious misconduct.

### Ending employment due to lack of Funding

* 1. The Company may also terminate the Employee in the event that necessary funding from the Commonwealth Government of Australia or the relevant State Government is delayed or is discontinued.

### Obligations on termination

* 1. On termination of this Agreement, the Employee must deliver up to the Company all copies and originals of documents, computer disks, tapes, accounts, data, records, papers, designs, specifications, price lists, lists of customers and all other information, whether written or electronically stored, which belongs to the Company or relates in any way to their business or affairs or the business or affairs of any of their suppliers, agents, distributors or customers, or contain any Confidential Information, and are in the Employee’s possession or under his control; and upon request supply the Company with a signed statement confirming that he has complied with this clause.
  2. Notwithstanding termination of the Agreement the provisions of Clauses 13 and 14 shall survive termination and continue to bind the parties.

### Redundancy

* 1. Notwithstanding any other provision within this Agreement, if upon termination the Employee is entitled to a redundancy payment, then any such payment will be made in accordance with the provisions as outlined within the FW Act.

### No compensation

* 1. If this Agreement is terminated by the Company under this clause12, the Employee acknowledges she/he has no further claim against the Company for compensation for loss of office in respect of the termination.

### Leave Entitlements

* 1. Upon termination of employment the Employee will be entitled to payment in lieu of any accrued but untaken annual leave.

### Repayment of Sums Owing

* 1. Subject to any express agreement to the contrary, upon termination of the employment all sums which may be owing by the Employee to the Company shall be repaid forthwith whether such sums are then due to be paid or not.

## Disclosure of Information

### Confidential information

1. 1. The Employee agrees, both during his employment with the Company and after his employment with the Company ceases, to adhere to the confidentiality requirements of the Company which are that the Employee shall not use or divulge, either directly or indirectly, to any person, confidential knowledge or information acquired during the course of the Employment or knowledge or information acquired during the Employment which, whilst not confidential, may be harmful to the interests of the Company if that knowledge or information were used or divulged.

**Confidential Information** for the purposes of clause 13 means information (whenever it was obtained) in relation to the Company or its Subsidiaries or related businesses:

business, operations or strategies; or

intellectual or other property; or

actual or prospective customers, suppliers or competitors.

The information must be any one of the following:

* + - * 1. confidential in fact; or
        2. reasonably regarded by the Company as confidential; or
        3. information that a written notice from the Company to the Employee states is confidential.

Information is not confidential if:

* + - * 1. it is in the public domain, unless it came into the public domain by a breach of confidentiality; or
        2. it is obtained lawfully from a third party without any breach of confidentiality.
  1. The Employee acknowledges that the remedy at law for breach of any of the obligations in this clause 13 would be inadequate and that relief by way of injunction may be granted in proceedings to enforce all or any of such obligations brought by or on behalf of the Company without the necessity of proof of actual damage to the Company.

### Confidentiality of agreement

* 1. In consideration of the matters referred to in this Agreement, the Employee and the Company agree not to show any person or entity this Agreement and agree not to disclose:
     1. any aspect of this Agreement,
     2. any discussions leading to this Agreement, or
     3. the terms of this Agreement

to any person, company or other entity of whatsoever kind except as authorised by this Agreement or with the prior written consent of the other parties or for the purpose of obtaining confidential accounting or legal advice or as required by law. The Employee and the Company recognise that a breach of this confidentiality clause is a breach of this Agreement and may result in legal action being taken against the party who has breached this clause.

## Intellectual Property and Moral Rights

1. 1. The Employee acknowledges that the Company is the absolute owner of all Intellectual Property Rights (regardless of whether or not a Work was conceived, created or generated at the direction of the Company, or was created during or outside of work hours).
   2. The Employee must disclose to the Company all Works, including inventions, discoveries, improvements, or modifications of the Works whether capable of attracting Intellectual Property Rights or not.
   3. The Employee agrees to do all such things as may be requested by the Company to confirm or protect the Company’s title in the Intellectual Property Rights, including by:
      1. assigning to the Company all the Employee’s existing and future Intellectual Property Rights (whether during or after the termination of the employment) at the Company’s expense;
      2. applying, executing any instrument and undertaking to do all things reasonably requested by the Company to vest the registration of title or other similar protection to the Company; and
      3. ensuring all Intellectual Property Rights becomes the absolute property of the Company.
   4. The Employee acknowledges that the Employee may have Moral Rights in the Works and waives any Moral Rights in respect of the Works.
   5. The Employee consents to all or any acts or omissions by the Company, which may infringe the Employee’s Moral Rights in any of the Works and agrees to take no action or proceedings against the Company for such breach.

## Representations

### Accuracy of information

* 1. The Employee acknowledges that all the information that the Employee has provided to the Company, such as information about the Employee's education, work experience and previous base salary, is accurate and has been given on a bona fide basis.

### Notification of charges and convictions

* 1. The Employee agrees to notify the Company if he is charged with any offence or convicted of any criminal offence during his employment with the Company, if the Employee has been charged and the matter is likely to be pending when the Employee commences employment with the Company or if the Employee has a prior conviction. Failure to disclose such charges or convictions may result in disciplinary action being taken against the Employee, including termination of employment. If the Employee has a prior conviction that the Employee believes is spent or lapsed at law, the Employee should seek legal advice about whether he is obligated to notify the Company of his prior conviction.

## Post Employment Restraints

1. 1. In the course of employment, the Employee will have dealings with the Company's clients and access to confidential information of the Company, its Employees and its clients. In order to safeguard the Company's business, the Employee agrees to abide by the terms in this clause.

### Competing with the Company

* 1. The Employee agrees that during the Restricted Period and in the Restricted Area she/he will not be employed by or engaged in any business (whether as a director, partner, owner, principal, agent, representative, shareholder, financier or employee or in any other manner) that provides services designed to prevent damage and disrupt the services of the Company and its related entities and competes with the business of the Company.

### Inducing Employees to Leave the Company

* 1. The Employee must not during the Restricted Period and in the Restricted Area induce or attempt to induce any director or Employee of the Company to terminate her/his or their employment with the Company, whether or not that inducement or attempted inducement would cause a breach of that person's contract of employment.

### Persuading the Company's Clients to Cease or Reduce Business

* 1. The Employee must not during the Restricted Period and in the Restricted Area solicit or persuade any client of the Company with whom the Employee had work related dealings during the 12 months preceding the End Date to cease doing business with the Company or reduce the amount of business which the person would normally do with the Company.

### Consent

* 1. The above restrictions do not apply in circumstances where the Employee has obtained the Company's prior written consent.

### Restrictions reasonable and independent

* 1. The Employee agrees that:
     + - 1. the Employee will obtain Confidential Information during her/his employment, the disclosure of which could materially harm the Company;
         2. the above restrictions are reasonable and necessary for the protection of the Company's Confidential Information and goodwill;
         3. the above restrictions are no more than are necessary to protect the interests of the Company;
         4. do not unreasonably restrict the Employee's right to practise in the Employee's profession;
         5. the Employee intends the restrictions to operate to the maximum extent;
         6. damages may be inadequate to protect the Company's interests and the Company is entitled to seek and obtain injunctive relief, or any other remedy, in any court; and
         7. the restrictions are separate, distinct and several, so that the unenforceability of any restriction does not affect the enforceability of the other restrictions.

### Modification of restrictions

* 1. If these restrictions:
     + - 1. are void as unreasonable for the protection of the Company's interests; and
         2. would be valid if part of the wording was deleted or the period or area was reduced, the restrictions will apply with the modifications necessary to make them effective.

### Longest and widest is applicable

* 1. If there is any inconsistency or contradiction between several prohibitions or restraints which are not invalid or unenforceable, the prohibition or restraint with the longest Restraint Period and the widest Restraint Area, to the exclusion of any other prohibition or restraint, constitutes the prohibition or restraint agreed by the Parties

## Acknowledgement

The Employee acknowledges that the Company has given the Employee the opportunity to seek independent advice of the Employee's own choosing prior to executing this Agreement, that the Employee has done so and that the Employee understands the terms of this Agreement and accepts them as fair and reasonable.

## Governing Law

The interpretation and enforcement of this Agreement shall be subject to the laws of the [state] in which the Employee primarily performs their work. The parties submit to the non-exclusive jurisdiction of that applicable State courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

## Notices

* 1. Any notices given under this Agreement shall be deemed to have been properly given if delivered personally or sent by email, post, postage prepaid, or facsimile transmission in the case of the Company to its registered office for the time being and in the case of the Employee to her/his last known address and/or last known email address.
  2. Such notices shall be deemed to have been given:
     1. if by delivery, when delivered;
     2. if by email, at the time of transmission of the email which is to be identified by the time showing on the sender's 'sent item' email;
     3. if by facsimile transmission, when despatched; and
     4. if by post, postage prepaid, on the day on which in the ordinary course of post it would be delivered.

## Entire Agreement

* 1. This Agreement (including its schedules):
     1. constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements; and
     2. may only be altered in writing and must be executed by the parties.

## Interpretation

* 1. In this Agreement, unless the context otherwise requires:
     1. A reference to termination of this Agreement includes a reference to termination of the Employee’s contract of employment;
     2. Headings are for convenience only and do not affect the interpretation of this Agreement;
     3. Words importing the singular include the plural and vice versa;
     4. Words importing a gender include any gender;
     5. Cognate or derivative parts of speech and grammatical forms of a word or phrase which are defined in this Agreement have a corresponding meaning;
     6. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
     7. A reference to a party to a document includes that party’s successors and permitted assigns;
     8. A reference to a statute, regulation, proclamation, ordinance or by-laws varying, consolidating or replacing it includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
     9. A reference to a document or agreement includes all amendments or supplements to, or replacements or notations of, that document or agreement.

Execution and date

Executed as an agreement.

Date: 20\_\_

|  |  |
| --- | --- |
| Executed **Organisation Name** without a common seal acting by: |  |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of witness | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of authorised person |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of witness (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of authorised person (print) |

|  |  |
| --- | --- |
| Signed, sealed and delivered by [the Employee] in the presence of: |  |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Signature of witness | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of [the Employee] |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of witness (print) |  |

# Schedule

## Job Description Summary

(Refer also to Full Job Description document)

* Employee .......... reports to ........
* Provision of services to the .........;
* Development and implementation of specific programs for .............
* Managing relationships with .............;
* Acting as .............;
* Attending ...............................;
* Attending all .....................;
* Act as .........................;
* Assist in developing and implementing ....................................

# Schedule 1

## Duties of the Employee

Insert details of Employee’s duties

# Schedule 2

|  |  |
| --- | --- |
| Date of commencement: | .............. 20… |
| Employment Status | Full-time/Part time |
| Salary- Cash component after deducting [statutory percentage] Superannuation and Car Allowance from Total Remuneration Package | $ Dollars |
| Company Car | $ Dollars |
| Superannuation [statutory percentage] | $ Dollars |
| Other benefits: | Salary Packaging |
| **Total Remuneration Package**  **(Including [statutory percentage] superannuation & Car)** | $ Dollars |