|  |  |
| --- | --- |
|  | [[EntityName]] |

[[CurrentDate]]

[[ContactFirstName]] [[ContactLastName]]  
[[ContactPostalAddress]]

PRIVATE + CONFIDENTIAL

Dear [[ContactFirstName]]

# Employment offer and agreement

Further to our discussions, I am pleased to offer you employment on the terms detailed below and those set out in the relevant position description.

The following terms will apply to your employment:

1. You will be employed by [[Entity]].
2. Position: [[PositionTitle]]
3. Position status: Permanent
4. Should you accept this offer, your date of commencement of employment will be 24 September 2014.
5. Your annual package will be [[Remuneration]] (plus the Superannuation Guarantee Charge).
6. remuneration is paid by electronic funds transfer to a bank account of your choice.
7. You will be required to serve a probationary period of 6 months during which time you will receive advice and guidance to help you become familiar with and competent in performing the work you have been appointed to do. The main purpose of the probationary period is to give you an opportunity to establish your suitability for the job. The appointment is subject to the satisfactory completion of the probationary period which itself is subject to termination during any stage by the employer with one week's notice.
8. You will be entitled to 30 days annual leave per year.
9. Your hours of work will be based on a working week of [[HoursPerWeek]].

## Position title + description

1. You are employed by the Company in the position of [[PositionTitle]] or as otherwise subsequently notified to you.
2. The Company may appoint any other person or persons to act jointly with you and may change the title of your employment.
3. You will be responsible for the tasks and duties set out in the attached position description. This is a description of the position as it is at present constituted. It is the practice of this company periodically to examine employees' position descriptions and to update them to ensure that they relate to the position as then being performed, or to incorporate whatever changes are being proposed. It is the Company's aim to reach agreement to reasonable changes, but if agreement is not possible management reserves the right to insist on changes to your position description after consultation with you.
4. You will be responsible for conducting yourself in a manner consistent with the values of [[Entity]] as specified in the position description.

## Remuneration

You will be compensated with the following remuneration on the terms outlined below:

1. Remuneration of [[Remuneration]].
2. remuneration payable in arrears.
3. Plus contributions payable under the *Superannuation Guarantee (Administration) Act*.

## Expenses

You will be reimbursed for all ordinary and necessary expenses properly incurred by you in performing your duties under this agreement but the Company shall be entitled to such evidence of those expenses as it may reasonably require.

## Hours of work

The number of working hours per week is [[HoursPerWeek]].

## Annual leave

You are entitled to 30 days annual leave. Such annual leave is to be taken as and when it falls due or within 6 months of it falling due, unless otherwise approved.

## Personal leave

You are entitled to a maximum number of 10 paid working days in each year as sick or carer’s leave. You will be required to produce to the Company a certificate of a legally qualified medical practitioner as to the nature of your or your immediate family’s illness or incapacity if you take personal leave of 2 or more days at one time. Taking carer's leave is also conditional upon no other person taking carer's leave to care for the person in the same period.

## Probationary period

A probationary period of 6 months applies from your commencement of employment. Your appointment is subject to the satisfactory completion of this probationary period. If the employer considers that you are not suitable for the position during this probationary period, you may be subject to termination by the employer with one week's notice. Any behaviour deemed as serious misconduct by the Company will result in immediate dismissal without notice.

## Discrimination + harassment

[[Entity]] is committed to ensuring a workplace that is free from discrimination and sexual and racial harassment. It is the responsibility of each employee to make sure they treat other employees with respect and dignity.

## Termination by you

1. If you wish to terminate your employment with the Company you are required to give 1 month notice.
2. You and the Company may agree on a lesser period of notice, or the Company may in its discretion waive the notice period or any part of it, entitlements on termination will include any payment in respect of the waived period subject to you not resigning in order to be engaged by a direct competitor of the Company.
3. Should you resign without giving the Company the notice set out above, the Company may withhold payment equivalent to the amount of notice required but not given, from any monies owing to you by the Company.

## Termination by the company

1. If the Company wishes to terminate your employment, it will give to you the notice period of 3 weeks or as required under the relevant jurisdictional legislation.
   1. Should no such statutory entitlement exist in the State, notice will be given in accordance with the Commonwealth Termination of Employment, Introduction of Changes and Redundancy decision. You acknowledge that in all the circumstances, such notice is reasonable.
2. The Company may terminate your employment without prior notice and without making any further payment beyond the amount of remuneration accrued to the date of such termination if you shall:
   1. commit any serious or persistent breach of any of the provisions of this agreement;
   2. be guilty of any grave misconduct or wilful neglect in the discharge of your duties;
   3. become permanently incapacitated by reason of accident or illness from performing your duties under this agreement and for the purposes of this clause incapacity in excess of 65 consecutive days or for an aggregate period of 65 days in any period of 12 months shall be deemed to be permanent incapacity.
3. The Company may, in its absolute discretion, elect to pay compensation in lieu of actual notice of termination (or part thereof). The compensation shall be equal to your ordinary wages for the notice period, or such part thereof as remains outstanding.

## Confidentiality + obligations of your employment

1. As an employee of the Company you agree to abide by rules, specified by the Company. Details of these rules and the obligations involved are set out in the Staff Manual.
2. During your employment with the Company and after termination of your employment you must keep confidential and must not at any time use or disclose to any person, firm or company any confidential information relating to:
   1. the Company or its business or its affairs;
   2. the business or affairs of any company in which the Company holds an interest;
   3. the business or affairs of any clients of the Company;
   4. the business or affairs of any clients of any company in which the Company holds an interest.
3. On termination of your employment for whatever reason, you will be required to deliver to the Company all documents, data, keys, stationery and items which are the Company's property or the property of the Company's clients which may be in your possession or under your control.

## Ownership of intellectual property

You agree and acknowledge that all intellectual property (including but not limited to copyright, designs, inventions, documents, manuals software code and programming, websites and all other forms of intellectual property created by you that relates directly or indirectly to or assists in the performance of the role actually performed by you) developed during your employment are, and remain, the sole property of the Company and that any and all intellectual property is assigned to the Company in perpetuity.

## Grievances

If you are dissatisfied with any disciplinary decision relating to you or if you have any other grievance arising out of your employment pursuant to this agreement, you may refer the matter in writing to the Team Leader (Client) and Business Systems Analyst of the Company who will deal with the matter.

## Changes in terms + conditions of employment

Details of any alteration of the terms and conditions relating to your employment may be notified to you in writing from time to time. The amended terms and conditions contained in written notice given to you by the Company will be binding on you from the date on which they are stated to take effect.

## Prior agreements

All prior agreements and arrangements (whether written or oral) between you and the Company relating to your employment are superseded and cancelled.

## Policy + procedures

You will be required to comply with all lawful policies and procedures of the Company as specified in manuals, videos, codes, diagrams, documents or other relevant media.

## General

This agreement embodies the entire terms of your employment with the Organisation and there are no promises, terms, conditions or obligations other than those contained in the agreement, except to the extent that such promise, term or obligation is implied by law and is not able to be excluded.

This agreement shall be governed by the laws of Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Australia. Any variation of this agreement shall be of no force and effect unless produced in writing.

In the event that any term, provision or obligation or part thereof shall be invalid or unenforceable by operation of statute or law or otherwise, such term, provision or obligation or part thereof shall be severed and ignored and the balance of this agreement shall remain in full force and effect.

## Legal right of employment

By signing this agreement, the employee declares that they have a legal right to work in Australia.

## Welcome

We would like to welcome you to the team.

Kind regards

John Citizen

Chief Executive Officer

# Acceptance

Please sign this agreement below, have it counter signed by a witness and return to our office by [[CurrentDate+7]].

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Employee Name | Signature | Date |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Witness Name | Signature | Date |