***Employment***

***Agreement***

**EMPLOYMENT AGREEMENT**

The DATE of this AGREEMENT is the date of the commencement of employment of the Employee as stated in ITEM 1 of the Schedule

The parties to this Agreement are:

[Insert employer]

*AND*

The Employee of the address and contact details as stated in ITEM 2 of the Schedule ("the Employee").

**1. APPOINTMENT**

1. The Company hereby agrees to employ the Employee, and the Employee hereby accepts employment with the Company for the position described in ITEM 3 of the Schedule to perform the duties and take control of the responsibilities itemized in ITEM 4 of the Schedule at the location described in ITEM 5 of the Schedule on the terms and conditions contained in this Agreement.
2. The Company may direct the Employee to work at different locations provided that such a move does not cause undue hardship or inconvenience to the Employee.
3. The parties accept that the nature of the Employee's role and the Employee's level of responsibility may be changed during the period of this Agreement at the discretion of the Company.
4. The terms and conditions set out in this Agreement will continue to apply to the Employee irrespective of any change to the Employee's position unless otherwise agreed in writing by the parties.

**2. PROBATIONARY PERIOD AND DURATION**

1. The Employee's employment will initially be subject to a probationary period described in ITEM 6 of the Schedule. During the probationary period the Employee's employment may be terminated by either party providing to the other one week's written notice. When the Company exercises this right of termination, it may provide payment in lieu of notice.
2. Upon satisfactory completion of the probationary period, this Agreement will continue indefinitely until terminated by either party in accordance with the provisions of this Agreement.

**3. HOURS OF WORK**

The Employee's normal hours of work will be between the times stated in ITEM 7 of the Schedule on the days stated in ITEM 8 of the Schedule together with such reasonable additional hours outside these hours, including at weekends or during holidays, as are reasonably necessary for the proper performance of the Employee's duties. The Employee will not be entitled to additional remuneration for work performed outside the Employee's normal working hours as stated in this Agreement.

**4. BEHAVIOUR**

During the Employee's employment, the Employee must:

1. act in the Company's best interests;
2. not use his or her position for an improper purpose or for private benefit;
3. faithfully and diligently perform his [her] duties;
4. comply with all reasonable directions;
5. not, without the Company's prior written consent, act in conflict with the Company's interests;
6. disclose to the Company, at the earliest opportunity, all potential or actual conflicts of interest, and other matters likely to impact on the performance of the Employee's duties;
7. on discovery, not allow a potential or actual conflict of interest to continue;
8. not, without the Company's prior consent, engage in any other employment or business; and
9. act in accordance with any professional and ethical obligations including those contained in the Home Building Act (NSW) and Regulations and any other statutory provisions as may apply to the position of the Employee from time to time.

**5. SALARY**

1. The Company will pay the Employee the annual salary prescribed in **ITEM 9** of the Schedule payable according to the payment periods prescribed in **ITEM 1 0** of the Schedule
2. The Company agrees to contribute to the superannuation fund nominated in **ITEM 11** of the Schedule in respect of superannuation for the benefit of the Employee in accordance with the Company's obligations under the Superannuation Guarantee (Administration) Act 1992 (Cth) and any regulations made pursuant thereto.
3. The Employee's wages will be reviewed annually by the Company. The Company may, in its sole and absolute discretion, increase the Employee's monthly wage rate as a result of the review.

In reviewing the Employee's salary, the Company will take into account the following factors:

(i) the standard of the Employee's performance;

(ii) the Company's performance; and

(iii) the Employee's attitude, conduct and loyalty.

*\*Delete the following if not applicable*

**\*Employee Bonus**

1. In addition to the Salary the Company will pay to the Employee the bonus referred to as the Employee Bonus for the Job described in **ITEM 12A** and calculated as follows:

(i) the bonus will comprise the percentage prescribed in ITEM 12B of the Schedule of the total net profit of the Job; and

(ii) the total net profit of the Job will be calculated as the invoiced and receipted sales of the Company excluding any GST in respect of the Job LESS any expenses [excluding GST] incurred by the Company for the Job as determined by the directors of the Company and in this regard the directors’ calculation is final;

**\*Additional Benefits & Allowances**

1. In addition to the Salary the Company will provide to the Employee additional benefits contained in **ITEM 13** relating to the employment of the Employee pursuant to this Agreement on the terms and conditions prescribe d in the same **ITEM 13** of the Schedule

**6. ANNUAL LEAVE AND LONG SERVICE LEAVE**

1. The Employee will be entitled to annual leave in accordance with applicable legislation from time to time and as described in **ITEM 14.**
2. The Employee will be entitled to long service leave in accordance with applicable legislation.

**7. PERSONAL / CARER'S AND COMPASSIONATE LEAVE**

1. The Employee will be entitled to 10 days' paid personal/carer's leave per year of service if the Employee:

(i) cannot attend work due to illness; or

(ii) needs to care for or support an immediate family member or other member of the Employee's household due to their illness or unexpected emergency.

1. Untaken paid personal/carer's leave accumulates from year to year but will not be paid out on termination.
2. In addition, the Employee will be granted two days' unpaid carer's leave if the Employee has exhausted paid personal/carer's leave and the Employee provides proof in accordance with clause 7(e). Rights under this clause 7(c) arise each time the Employee needs to care for or support an immediate family member or other member of the Employee's household due to their illness or unexpected emergency.
3. The Employee is entitled to two days' paid compassionate leave in the event of the death or a serious life-threatening illness or injury of an immediate family member or member of the Employee's household. Untaken compassionate leave does not ac cumulate from year to year and will not be paid out if the Employee's employment ends.
4. The Company may require the Employee to provide a medical certificate or, if it is not reasonably practicable to do so, a statutory declaration for any absence from work for personal/ carer's or compassionate leave.
5. The Employee must give the Company notice of the taking personal/carer's or compassionate leave as soon as practicable. The Employee must also advise the Company of the period or expected period of leave.

**8. OTHER LEAVE**

1. Subject to the requirements stipulated by the Company, the Employee may also be granted there leave (such as study leave) at the Company's sole discretion.
2. The Employee maybe entitled to community service leave in accordance with the Fair Work Act 2009 (Cth).

**9. CONFIDENTIALITY**

1. The Company's financial information and results;

(i)For the purposes of this Agreement confidential information includes (without limitation):

(ii) Information about the Company's products and services (including future products and services);

(iii) Information about the Company's pricing or terms of trade;

(iv) Information about and relating to the Company's suppliers and customers;

(v) Information about and arising from contracts and arrangements entered into between the Company and any other party (including customers, suppliers, contractors, agents and directors);

(vi) Information about the Company's plans, strategies and forecasts; and

(vii) Other information designated as confidential by the Company.

1. The Employee agrees and undertakes that he or she will not, without the Company's prior written consent, or as authorised in the performance of his or her duties, disclose to any person any confidential information acquired by the Employee as a direct or indirect result of his or her employment with the Company at any time during the operation of this Agreement. This clause survives the termination of this Agreement.
2. The Employee agrees and undertakes that he or she will not, without the Company's prior written consent, or as authorised in the performance of his or her duties, disclose to any person any confidential information of any of the Company's clients acquired by the Employee as a direct or indirect result of his or her employment with the Company at any time during the operation of this Agreement. This clause survives the termination of this Agreement.

**10. TERMINATION**

1. This Agreement may be terminated without notice by the Company in the event of the Employee:

(i)engaging in any act or omission amounting to a serious breach of any of the provisions of this Agreement;

(ii) engaging in serious or wilful misconduct.

1. At any other time, the Company or the Employee may terminate this Agreement with the provision of notice in writing as prescribed in **ITEM 15** of the Schedule. The Company may, in its absolute discretion, terminate this Agreement immediately at any time prior to the expiry of the notice period given by the Employee or the Company under this sub-clause by making a payment to the Employee, equal to the value of the Employee's salary, in lieu of the period of notice, or for any unexpired part of that notice period.
2. If either the Company or the Employee provides notice of termination, the Company may, in its sole discretion, direct the Employee not to attend work and may excuse the Employee from the performance of his or her duties for the whole or any part of the notice period.

**Restraint**

1. Unless otherwise agreed in writing by the parties, the Employee will not solicitor procure the business of the Company’s clients or seek to engage the employees or sub contractors of the Company for a period of 6 calendar months after the date of the notice of termination or in the event that sub clause 1 0(a) applies then for the period specified in **ITEM 15** of the Schedule after the date of the termination and for the purposes of this Agreement this period is agreed to be a reasonable period for such a restraint for the Employee.

**11. COMPANY POLICY**

1. The Employee agrees to be bound by any policies of the Company as may exist and be varied from time to time including without limitation policies in relation to:

(i) discrimination, harassment, victimisation and bullying;

(ii) safety;

(iii) gifts, inducements and bribes;

(iv) codes of conduct; and

(v) confidentiality and intellectual property.

1. The Employee agrees to read and reacquaint himself or herself with the policies of the Company and their variations.
2. However, the policies of the Company do not form part of the employment contract.

**12. VARIATION**

This Agreement may be varied by written agreement between the parties. Any variation not in writing will be of no force or effect.

**13. MEMBERSHIP OF THE PROFESSIONAL/TRADE ASSOCIATIONS AND ACCREDITATIONS**

*Alternative 1 [delete which ever clause is not applicable]*

1. The Employee warrants that he or she is a financial member of the professional/trade association(s) described in ITEM 16 of the Schedule and will upon request provide the Company with documentation evidencing this fact.
2. The Employee will do all things necessary to maintain membership of the professional/trade association(s) described in ITEM 16 including fulfilling any continuing education requirements imposed by the said professional association

*[delete whichever of the following clauses is not applicable]*

1. The Employee will paying any membership fees as and when they fall due to the said professional/ trade association and any continuing education requirements of that professional/ trade association or

\*(c) The Company will pay any membership fees associated with the Employee’s membership of the said professional/trade association and any continuing education requirements of that professional/trade association.

**14. LICENCE**

1. The Employee warrants that he or she holds the current licence(s) as described in ITEM 17 of the Schedule
2. The Employee will do all things necessary to renew the said licence(s) and provide to the Company evidence of that renewal upon request

*[delete whichever of the following clauses is not applicable]*

1. The Company will pay all expenses required for the Employee to comply with this sub-clause 14(b) or

\*(c) The Employee will pay all expenses required for the Employee to comply with this subclause 14(b)

**15. WARRANTIES**

The Employee acknowledges that the Company will rely on the warranties provided in this Agreement to conduct its business and comply with statutory requirements.

**16. GENERAL**

1. This Agreement is the sole agreement between the parties which relates to the terms and conditions under which the Employee is employed by the Company. The parties expressly acknowledge that no representations or warranties have been given by either of them other than those contained in this Agreement.
2. This Agreement will be governed by the laws of New South Wales and the parties agree that they will submit to the exclusive jurisdiction of the courts of New South Wales and the courts entitled to hear appeals from those courts.
3. The parties agree that before either party commences formal legal proceedings both parties will endeavour to exhaust all appropriate forms of alternative dispute resolution to resolve any dispute unless it is not practicable to do so.
4. Part(s) or all of any clause(s) of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions will continue in force.
5. The parties agree that each party has had the opportunity to obtain their own independent legal advice in respect of this Agreement and each party has freely and voluntarily executed this Agreement after having taken advantage of that opportunity if they have elected to do so.

EXECUTED BY THE COMPANY:

(in accordance with section 127(1) of the Corporations Act by authority of its directors)

Director and Secretary

Signature:

Print name:

Date:

EXECUTED BY THE EMPLOYEE

Signature:

Print name:

Date: