[insert company letterhead]

[**insert date**]

**[insert name]**

[**insert address**]

***Strictly Private & Confidential***

Dear **[Insert name]**,

**LETTER OF OFFER**

On behalf of [insert Company Name](**the Company**), ABN: [Insert ABN] (**Company**),we are delighted to offer you [full-time/part-time] employment as set out in this letter (**Contract**).

The terms and conditions of your employment with the Company will be governed by the terms contained in this Contract and the *Fair Work Act 2009* (Cth) (**FW Act**), including but not limited to the National Employment Standards (NES) as amended from time to time. For the avoidance of doubt the FW is not incorporated into or form part of the terms of this Contract.

We also **enclose** a Fair Work Information Statement for your information.

# COMMENCEMENT DATE

Your employment with the Company will commence on the date set out at Schedule A.

# POSITION

You will be employed to perform the position set out at Schedule A and such other duties that may reasonably be assigned to you from time to time (Position).

# DUTIES

You are required to perform the duties set out in the Position Description at Schedule B, and such other duties that may reasonably be assigned to you from time to time. You agree to:

### perform your duties faithfully and diligently;

### comply with all reasonable and lawful directions issued to you by the Company;

### comply with the Company’s policies and procedures (though the policies and procedures are not incorporated as a term of this Contract). Failure to do so may result in disciplinary action, up to and including summary termination of employment;

### not engage in any conduct whatsoever (either during a shift or otherwise) that will, or is likely to, damage the public image and reputation of the Company;

### not engage in conduct or engagements which may constitute a conflict of interest with the primary business of the Company; and

### act in good faith and in the interests of the Company.

# LOCATION

###### Your primary place of work is set out at Schedule A, or other locations that you may be assigned to you from time to time.

# HOURS OF WORK

###### Your ordinary hours of work are set out a Schedule A. You agree that you may be required to work hours in addition to your hours of work to facilitate the proper discharge of your duties. This has been taken into consideration in the calculation of your Remuneration.

# REMUNERATION

###### Your Remuneration is rate set out at Schedule A (**Remuneration**).

###### Your Remuneration is in excess of entitlements which may arise under an applicable Modern Award or other instrument. The additional amount includes a set-off payment for any employment-related entitlements otherwise arising under a Modern Award or other instrument which may apply to your employment from time to time.

###### In addition to your Remuneration, the Company will make to make minimum contributions to your nominated superannuation fund in accordance with relevant legislation. The Company will make superannuation payments on your behalf to its default fund in the event that no nomination is provided by you.

###### Your Remuneration will be paid in fortnightly instalments on a [**insert day**] by Electronic Funds Transfer **[confirm]** or such other method as determined by the Company.

###### Any increase in your Remuneration remains at the Company’s sole discretion.

# LEAVE ENTITLEMENTS

###### You are entitled to applicable leave as set out in the FW Act or other instrument. Your leave entitlements will be calculated on your ordinary hours of work. For part time employees, this will be on a pro rata basis.

###### You may also accrue long service leave in accordance with applicable legislation.

###### Where you access a period of personal leave, the Company may require you to provide suitable evidence to support the absence (including medical documentation). Where you are requested to provide suitable evidence and the evidence is not provided, your absence will be treated as unauthorised and will not be paid.

# COMPANY PROPERTY

###### For the performance of your duties, the Company may provide you with Company Property, including but not limited to:

Keys;

Confidential Information; and/or

other documents, policies or property including those stored electronically on a personal computer. **[Insert or delete as required]**

###### Company Property is to be used for work purposes only.

###### At the conclusion of each hiring, shift, or engagement, or on termination of employment (howsoever caused), you must immediately return to the Company all Company Property.

# CONFIDENTIAL INFORMATION

###### For the purposes of this Contract, “Confidential Information” means any information relating to the business of the Company, whether or not marked or designated as confidential, secret or otherwise, including but not limited to all trade secrets, business, financial, accounting, marketing, current and prospective clients, technical information of any kind, lighting designs, plans or techniques, artwork, research, communications, information pertaining to business activities, including but not limited to current, proposed or planned productions by the Company, and other information including workplace policies or contracts created by, provided or belonging to or developed by the Company, its directors, employees, officers, or clients, or used or intended to be used in the Company’s transactions or affairs, records, ideas, concepts, know-how, products and intellectual property. **[confirm definition appropriate]**

###### You agree that during the term of your employment and at all times after the termination of your employment (howsoever caused), except in the proper course of your duties, as may be required by law or by the Company you will:

maintain the secrecy and confidentiality of any Confidential Information;

not divulge or disclose any Confidential Information to any other person, business or corporation;

not use or attempt to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to the Company or its clients;

not copy, transmit, retain or remove any Confidential Information or attempt to do so; and

use your best endeavours to protect the disclosure of any Confidential Information to third parties not entitled to the disclosure.

###### You agree to immediately deliver to the Company all Confidential Information at the date of termination of your employment, or at any time at the request of the Company, whichever date is earlier.

###### You acknowledge that in the course of your employment with the Company, you will come into contact with substantial Confidential Information. You agree that the restrictions contained in this clause are reasonable in all the circumstances and are necessary to protect the business of the Company, including its reputation and goodwill.

###### The obligations under this clause will survive the employment relationship and are enforceable for an indefinite period at any time at law or in equity.

# INTELLECTUAL PROPERTY

###### You acknowledge and agree that all intellectual property (including all right, title and interest and future copyright) in all works, designs, or inventions created or developed by you in connection with your employment (whether alone or with others) are assigned to the Company or is waived by you in favour of the Company where:

the works are made by you in pursuance of the terms of your employment; or

the design was created by you in the course of your employment; or

the invention was arrived at by you in the ordinary course of your duties you are engaged to perform.

###### You will not apply for, challenge or dispute the registration of any intellectual property rights assigned to the Company.

###### You agree to execute all documents and do all acts and things required or desirable to secure the assignment of any intellectual property to the Company, or to confirm your waiver of your moral rights as author of any works.

# TERMINATION OF EMPLOYMENT

###### Other than in the circumstances contemplated by clause 11.2 below, at any time and for any reason, either the Company or you may terminate the employment by giving at least 4 weeks’ notice [confirm or amend the number of weeks] in writing to the other party.

###### The Company will provide you with an additional 1 weeks’ notice of termination if you are over 45 years of age and have over 2 years’ continuous service with the Company.

###### Notwithstanding clause 11.1 and for the avoidance of doubt, the Company will be entitled to terminate your employment immediately and without notice if you fundamentally breach the terms of your employment or commit an act of serious misconduct. For the purposes of this Contract, serious misconduct includes but is not limited to where you:

engage in any act or omission which in the Company’s opinion constitutes misconduct in respect of the employment;

commit a fundamental breach of your obligations as an employee;

commit any act of dishonesty, fraud, theft or assault in the course of the employment;

neglect your duties or demonstrate incompetence in the performance of your Position;

refuse to carry out a lawful and reasonable direction;

engage in any conduct, whether on any form of social or electronic media or otherwise, and either during working hours or otherwise, that will, or is likely to, damage the public image and reputation of the Company;

become incapacitated by illness or injury and are unable to perform your Position for a period or periods in excess of 12 weeks in any period of 12 months;

are found by the Company to have consumed, or are considered by the Company to be under the influence of, alcohol, any illegal substance or prescription medications to an extent that, in the Company’s sole opinion, impairs your ability to perform your Position and duties; and/or

are charged with or convicted of a criminal offence which, in the sole opinion of the Company, affects your suitability for employment.

###### The Company is entitled to suspend your employment should it be required to investigate any matter potentially warranting the immediate termination of this Contract in accordance with this clause.

# DEDUCTIONS

You authorise the Company to deduct from your Remuneration (or from any amounts payable to you on termination of employment) any outstanding taxes, the market values of non-returned Company Property, any over-payment of Remuneration or other amount owed by you to the Company and agree that the deduction is a permitted deduction principally for your benefit to avoid any claim being brought against you.

# CONTINUITY

The terms and conditions of this Contract will continue to apply to your employment with the Company despite any variations in the nature of your position, duties or responsibilities unless otherwise agreed in writing.

# INFORMATION IS ACCURATE

You hereby agree that all information supplied to the Company in respect of your employment is accurate in all respects and that you have not misled or deceived the Company in relation to the information supplied. You acknowledge and agree that you have not omitted or failed to disclose any information to the Company that may reasonably be considered to be relevant to your employment.

# GOVERNING LAW AND JURISDICTION

This Contract is governed by the laws of the State of [insert state]. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of [insert state].

# WHOLE AGREEMENT

This Contract is the whole agreement between the parties and supersedes all oral and written communications by or on behalf of any of the parties. In entering into this Contract, neither party has relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Contract made by any person. This clause does not apply to warranties and representations that this Contract expressly sets out.

# SEVERANCE

If any part of this Contract is invalid or unenforceable, the Contract does not include it. The remainder of this Contract continues in full force.

# ACCEPTANCE

Please confirm your acceptance of this Contract by initialling each page, and signing and dating this letter in the space provided below.

If you have any questions or concerns about this Contract or in relation to your employment generally please do not hesitate to speak with me.

Yours sincerely,

[insert name]

[insert position]

[insert Company name]

I have read and understood the Contract and accept the terms of employment as set out in this Contract. I acknowledge that I have been provided with the opportunity to obtain legal advice in respect of the Contract prior to signing the Contract.

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[insert employee’s name]** |  | In the presence of: |
| Signature    Date |  | Signature of Witness    Name of Witness |

**SCHEDULE A**

**Details of employment**

|  |  |
| --- | --- |
| **Employee** | **[insert employee name]** |
| **Commencement Date** | **[insert]** |
| **Position** | **[insert e.g. Marketing Manager]** |
| **Type of Employment** | [Insert eg: full-time/part-time] |
| **Primary Work Location** | [insert address] |
| **Ordinary Hours of Work** | **Full time**  **[37.5 hours per week and 8.30 am to 5.30 pm Monday to Friday]**  **Part time**  **[insert hours per week and the set times of work**]  Plus reasonable additional hours (these have been taken into account in determining your Remuneration) |
| **Remuneration** | $**[insert]** gross per annum  Your entitlement to superannuation is in addition to your Remuneration.  Any applicable PAYG will be deducted from your remuneration. |

**SCHEDULE B**

**Position Description**

**[insert duties**]