

AU-EMPcon19

Directors service agreement (employment contract)

Service Contract

Dated: [\[Date\]](#)

Name: [\[Name\]](#)

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Schedule 1 Bonus system

[date]

[Company name] (“the Company” ■ ■ ■ ■ “ ■ ■ ■ ■ / ■ ■ ■ ■ ”)

[Company address]

[Company ABN/ACN]

[employee name]

[employee address]

The contract terms are:

1. Definitions

In this agreement:

“Board” means the board of directors of the Company.

2. Entire understanding

[illegible][illegible]

2.2.1 your curriculum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■];

2.2.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■] ;

2.2.3 your [membership certificate / membership card / number]
which states that you have qualified as a [■■■■■■■■■■
■■■] ■■■■■■■■■■ [■■■■].

3. Start and continuity

3.1. Your employment with the Company [starts / ■■■■] ■■■■ [■■■■]
].

3.2. [Your employment is for a fixed term of [number] ■■■■■■■■■■
■ [■■■■]].

3.3. No employment with any other employer counts towards your
continuous ■■■■■■■■■■ ■■■■■■■■■■ .

OR

3.4. Previous employment with [name of employer] from [date] to [date]
counts as ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■ .]

AND, in both cases,

3.5. This contract is conditional on approval by the shareholders of ■■■■
■■■■■■■■■■ ■■■■■■■■■■ .

4. Job title and job description

4.1. Your job title is [job title].

4.2. Your main tasks and responsibilities are set out ■■■■■■■■■■
■■■■■■■■■■ .

4.3. You now agree that we may change your job description or ask you to
do a different job of a similar status and requiring similar skills. We may
also ask you to perform duties additional to those now envisaged or
those actually undertaken at ■■■■■■■■■■ . ■■■■■■■■■■ ,
■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■ .

4.4. Your duty is to perform your job to the best of your ability and to comply
with the ■■■■ . ■■■■■■■■■■ ■■■■■■■■■■
■ :

- [illegible]

5. Place of work

- 5.1. Your normal place of work is our above address but we reserve the right to change this to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [30] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

OR

- [illegible]

6. Hours of work

- [illegible]

[illegible]

7. Salary

7.1. Your salary is \$ [0000] per annum payable in equal monthly ■■■■ [■
■■■■■■■■■■■■■■■■] ■■■■ 28th ■■■■ ■■■■ ■■■■
■■ , ■■■■ 28th ■■■■ ■■■■ ■■■■ ■■■■ ■■■■ ■■■■ ■■■■ ■■■■
■ , ■■■■ .

[illegible][illegible]

7.4. [The Company operates a []] 1].

OR

7.5. The Company may pay you a _____
_____, _____
_____.

[illegible]

8. Expenses

8.1. The Company will reimburse to you all reasonable expenses _____
_____, _____,
_____, _____
_____.

[illegible]

[illegible]

8.3.4 avoid using the card for any service .

[illegible][illegible][illegible][illegible]

[illegible]

.....
.....

16. Company Car

16.1. The Company will provide a car for your business
.....
.....
.....

16.2. You must comply with Company car
.....
.....

16.3. When your employment terminates, you agree to return
.....,
.....
.....

16.4. You agree to take good care
.....
.....

16.5. You agree that the final payment
.....
.....

OR

16.6. The Company will not provide you with a car. Instead the Company will
pay you a monthly car allowance of \$ [Amount]
.....
.....
.....
.....
.....,
.....

16.7. Your car allowance will be
.....

16.8. Your car allowance is fully
.....

- [illegible]

19. Other business or employment

- [illegible]

19.4. You may not take or retain ownership of any interest in any business whether or not competitive with the business of _____, _____

_____ [5] % _____
_____.

20. Disciplinary and grievance procedures

[illegible][illegible]

20.3. The law gives you both rights and obligations in respect of these procedures. You now agree to .

, ,

21. Confidentiality

[illegible][illegible]

21.1.1 information about staff, ■■■■■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■;

21.1.2 our businesses, methods ■■■■■■■■■■, ■■■■■
■■■, ■■■■, ■■■■■■■■■■;

21.5.2

;

[illegible][illegible][illegible][illegible][illegible]

27. Immediate termination

..... ,
.....
..... .

[illegible]

- (c) The following are examples of acts or omissions that may constitute "disruptive conduct":
- 27.1. [REDACTED]; [REDACTED]
 - 27.2. physical violence; or
 - 27.3. serious bullying or harassment; or
 - 27.4. deliberate damage to property; or
 - 27.5. misuse of the Company's property or name; or
 - 27.6. bringing the Company into disrepute; or
 - 27.7. [REDACTED]
[REDACTED]
[REDACTED].
 - 27.8. [REDACTED]
[REDACTED]; [REDACTED]
 - 27.9. serious infringement of health and safety rules; or
 - 27.10. breach of confidentiality; or
 - 27.11. [REDACTED]
[REDACTED]; [REDACTED]
 - 27.12. [REDACTED]
[REDACTED]
[REDACTED]; [REDACTED]
 - 27.13. [REDACTED]
[REDACTED].

28. Procedure after termination

- [illegible]

[illegible]

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Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement

Signed by:

Schedule 1: Bonus system

Here explain the system, including:

- [illegible]

Explanatory notes:

Directors service agreement (employment contract)

General notes

- [illegible]

[illegible]

2. The following materials contain the main legal sources to which you ■ ■ ■ ■ ■
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

Information pages concerning aspects of employment at:

http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/cth/consol_act/fwa2009114/

For FWO information: <https://www.fairwork.gov.au/>

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards>

Paragraph specific notes

Notes following the numbered paragraphs

- ## 1. Definitions

We have no comment.

- ## 2. Entire understanding

This paragraph prevents a party from later saying he was relying on some other document or ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

- ### 3. Start and continuity

reasons. By stating it clearly, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

4. Job title and job description

[illegible][illegible][illegible]

5. Place of work

The main purpose of this paragraph is to give the employer the right to move the director around. If frequent moves may be ■■■■ , ■■■■■■■■■■■■ ■■■■■■■■■■■■ .

6. Hours of work

[illegible][illegible]

7. Salary

Necessary provisions. The last enables deductions which would ■■■■■■
■■■■■.

8. Expenses

We have no comment.

9. Annual Leave

Annual holiday entitlement is governed by Section 87 of the Fair Work Act 2009. The version provided in this contract is the ■■■■■■■■■■■■ – ■■■■■■■■■■■■.

Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the employee. Note in particular that holidays not taken may carry forward an entitlement to payment in lieu after the ■■■■■■■■■■■■. ■■■■■■■■■■■■ ■■■■■■■■■■■■ ■■■■■■■■■■■■. ■■■■■■■■■■■■ ■■■■■■■■■■■■.

You may find more details at:

<https://www.fairwork.gov.au/leave/annual-leave>

10. Personal (Sick) leave

The law has merged ■■■■■■■■■■■■ :

- Sick leave: when your absence ■■■■■■■■■■■■ ■■■■■■■■■■■■
- Carer leave: when your absence is due ■■■■■■■■■■■■ ■■■■■■■■■■■■.

and the minimum entitlement is 10 days. This is the law - Section 96 of the ■■■■■■■■■■■■ 2009 . ■■■■■■■■■■■■ ■■■■■■■■■■■■.

Following this we have separated both types of leave days. ■■■■■■■■■■■■ ■■■■■■■■■■■■ ■■■■■■■■■■■■.

Edit to your requirement.

11. Other absence

Under the law employees are entitled to different types of leave days. It is good idea that ■■■■■■■■■■■■ ■■■■■■■■■■■■ ■■■■■■■■■■■■.

Good practice is to hand a personal copy to each new employee starter and to maintain a ■■■■■■■■■■■■. ■■■■■■■■■■■■, ■■■■■■■■■■■■ ■■■■■■■■■■■■.

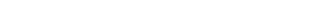
You may find details of all ■■■■■■■■■■■■ :

<https://www.fairwork.gov.au/leave>

12. Superannuation

[illegible]

We have provided two options. By all

Option 1: If you have selected a super .

Option 2: If you do not already have a company selected super fund then you /

[illegible]

You may find more information at:

<https://www.ato.gov.au/Individuals/Super/Getting-started/Employees/>

13. Work outside Australia

[illegible]

14. Health insurance

This is optional.

[illegible]

15. Liability insurance

We have no comment.

16. Company car

We have no comment.

17. Staff handbook and company policies

It is an excellent idea to have and maintain a comprehensive staff handbook.
Good practice is to hand a personal copy to each ■■■■■■■■■■■■■■■■■■■■

[illegible]

A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good

[illegible]

Edit to your exact requirement

[illegible]

This is set out on the Fair Work

22. New intellectual property

23. Bribery

24. Garden leave

25. Termination of employment

<http://www.fairwork.gov.au/termination/notice-periods/pages/default.aspx>

26. Arrangements during notice period

27. Immediate termination

[illegible]

End of notes