## **Directors service agreement (employment contract)**

### **Service Contract**

Dated: [Date]

Name: [Name]

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Schedule 1 Bonus system

This contract is dated: [date] [Company name] ("the Company" = = = " = = = / Your employer is: ■ ■ ■ ") Your employer's address is: [Company address] Your employer ABN/ACN: [Company ABN/ACN] You are: [employee name] Your address is: [employee address] The contract terms are: 1. **Definitions** In this agreement: "Board" means the board of directors of the Company. **Entire understanding** 2. 2.1. Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment. 2.2. In agreeing this contract we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$ .................................... ............... your curriculum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2.2.1 **.** ]; 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 [ • • • • • • • • • • • • • • • • • •  |
|------|---------------------|--|
| Star | t and               | continuity   |
| 3.1. | Your er<br>].       | mployment with the Company [starts / ■ ■ ■ ■ ] ■ ■ ■ ■ [ ■ ■ ■   |
| 3.2. | [Your e             | mployment is for a fixed term of [number]  |
| 3.3. | •                   | oloyment with any other employer counts towards your ous   |
| OR   |                     |  |
| 3.4. | counts              | as employment with [name of employer] from [date] to [date] as = = = = = = = = = = = = = = = = = =   |
| AND, | in both o           | cases,   |
| 3.5. | This co             | ntract is conditional on approval by the shareholders of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■   |
| Job  | title a             | nd job description   |
| 4.1. | Your jo             | b title is [job title].  |
| 4.2. | Your m              | ain tasks and responsibilities are set out ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■   |
| 4.3. | do a dif<br>also as | w agree that we may change your job description or ask you to ferent job of a similar status and requiring similar skills. We may k you to perform duties additional to those now envisaged or ctually undertaken at |
| 4.4. | Your du with the    | aty is to perform your job to the best of your ability and to comply   |

|    |               |        | •   |  |
|----|---------------|--------|---|--|
|    |               | 4.4.2  | report to the [title / chief executive / Board] as often as necessary to keep them fully  |  |
|    |               | 4.4.3  | do all in your power to promote develop and extend the business of the Company and in all respects conform to and comply with the proper and reasonable directions and    I I I I I I I I I I I I I I I I I I |  |
|    |               | 4.4.4  | comply with all rules or codes of conduct required by any regulatory body in  |  |
| 5. | Place of work |        |   |  |
|    | 5.1.          |        | formal place of work is our above address but we reserve the change this to •••••••••••••••••••••••••••••••••••   |  |
|    | OR            |        |   |  |
|    | 5.2.          |        | formal place of work is [address] but we reserve the right to e this to •••••••••••••••••••••••••••••••••••   |  |
|    | 5.3.          |        | gree to work anywhere in the Commonwealth of Australia as the any may   .   |  |
|    | 5.4.          |        | Company requires you to work permanently at a place which sitates a move from your present  |  |
| 6. | Hours of work |        |   |  |
|    | 6.1.          | exclud | formal hours of work are [9.00 am to 5.30 pm] Monday to Friday, ling public holidays. However owing to the nature of your job your g time   |  |
|    |               |        |   |  |

hold any office and/or other appointment in or on behalf of ■ ■

4.4.1

| 6.2. | It is in the nature of your job that the task on hand   |
|------|---|
| Sala |   |
| Sala | ary   |
| 7.1. | Your salary is \$ [0000] per annum payable in equal monthly • • • • [ • • • • • • • • • • • • • • |
| 7.2. | You will • • • • • • • • • • • • • • • • • •  |
| 7.3. | Your salary will be reviewed annually by the remuneration committee.                              |
|      |   |
| 7.4. | [The Company operates a [   |
| OR   |   |
| 7.5. | The Company may pay you a   |
| 7.6. | The Company may at any time during your employment and after                                      |
| Ехр  | enses   |
| 8.1. | The Company will reimburse to you all reasonable expenses   , , , , , , , , , , , , , , , , , ,   |
| 8.2. | The Company reserves the right to change this arrangement so ■ ■ ■                                |

|    |      |        | • • • • • • • • • • • • • • • • • • •  |
|----|------|--------|--|
|    | 8.3. | Sofor  | as the Company provides credit   |
|    | 0.3. | 30 Iai |  |
|    |      |        |  |
|    |      | 8.3.1  | keep the card safe at all times;   |
|    |      | 8.3.2  | notify the issuing bank and ••••••••;  |
|    |      | 8.3.3  | comply with <b>= = = = = = = = = = = = = = = = = = =</b>                                 |
|    |      | 8.3.4  | avoid using the card for any service   |
|    | 8.4. | The Co | ompany will reimburse to you <b></b>   |
| 9. | Anr  | ual L  | eave   |
|    | 9.1  | Your e | entitlement  |
|    | 9.2  |        | ompany's leave year runs from April 1 to March 31. Your ment to leave days is calculated |
|    |      |        |  |
|    |      |        |  |
|    | 9.3  | [We as | sk you to agree the dates of your holidays at ••••28 ••••                                |
|    | 9.3  | At a m | sk you to agree the dates of your holidays at • • • 28 • • • • • • • • • • • • • • •     |

| 9.5  | We may also give you similar • • • • ( • • • • • • • • • • • • • •   |
|------|--|
| 9.6  | You may not carry holiday forward from one   |
| OR   |  |
| 9.7  | You will be entitled to carry •••••••••••••••••••••••••••••••••••  |
| 9.8  | If either of us terminates your employment by notice, then any leave entitlement which will have accrued at the date • • • • • • • • • • • • • • • • • • • |
| 0.4  | During the first three growths of any law results as a second that we do not   |
| 9.1. | During the first three months of employment we request that you do not take  |
| Pers | sonal (sick) leave   |
| 10.1 | If you are unable to come to work for sickness or any ••••, ••••   |
| 10.2 | You should inform us of the reason for   |
| 10.3 | If your absence continues for a number of days or weeks, you must continue to contact us   |
|      |  |

|       |        | on 1: Use = = = = = ".]   |
|-------|--------|---|
| 12.   | Sup    | erannuation   |
|       |        |   |
|       | 11.2.  | We do have separate Company policies  |
|       | then y | you should ask [Managing Director etc].   |
|       |        | 11.1.5 or any other reason  |
|       |        | 11.1.4 long service leave,  |
|       |        | 11.1.3 community service leave,   |
|       |        | 11.1.2 compassionate leave,   |
|       | 11.1.  | 11.1.1 parental leavepersonal (carer) leave,  |
| • • • |        | If your = = = = = = = = = = = = = = = = = = =   |
| 11.   | Oth    | er absence  |
|       |        |   |
|       |        |   |
|       | 10.5   | Provided you have complied with the general terms relating to sickness absence referred to above, |
|       |        |   |
|       |        |   |
|       |        |   |
|       |        | days (including weekends) you must provide us with  |
|       | 10.4   | If you are absent from work due to sickness or injury for more than [ten]                         |
|       |        |   |

|     | 12.1. We shall pay your super fund • • • • • • [ • • • • • • •   • • • • •    |
|-----|---|
|     | 12.2. Currently, we shall pay [ 9 . 5 ] % = = = = = = = = = = = = = = = = = = |
|     | [Option 2: Use this option if the   |
|     | 12.3. We require you to provide details                                       |
|     | 12.4. Currently, we shall pay [ 9 . 5 ] % = = = = = = = = = = = = = = = = = = |
| 13. | Work outside Australia  |
|     | You will not be required to work outside Australia for any                    |
| 14. | Health insurance  |
|     | 14.1. The Company will pay the premiums on a                                  |
|     | 14.2. The Company reserves the right to ••••••••••••••••••••••••••••••••••    |
|     | 14.3. The Company is not itself liable  |
| 15. | Liability insurance   |
|     | The Company will take out insurance against liabilities in connection         |

16. Company Car 16.1. The Company will provide a car for your business **.......** ............. ............ \_ \_ . ............ \_\_\_\_ 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 a see see see see see see see ............................. 16.8. Your car allowance is fully .........

------

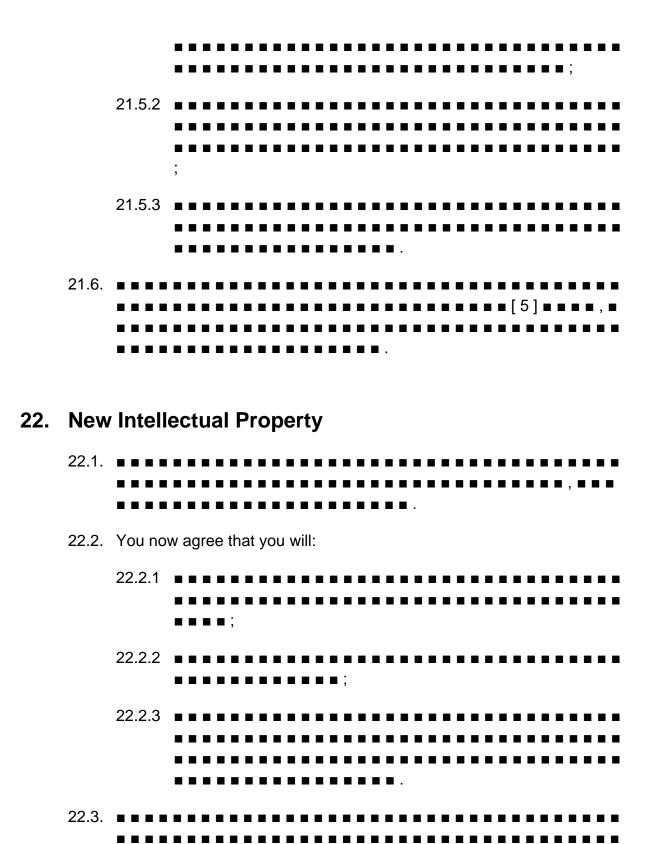
| 17. Staff handbook and Company policie |
|--|
|--|

| 17.1. | You now acknowledge that you have been given a ■ ■ ■ ■ ■ ■ ■ ■ ■     |  |
|-------|--|--|
|       |  |  |
|       | 17.1.1 health and safety;  |  |
|       | 17.1.2 equal opportunities and non-harassment;                       |  |
|       | 17.1.3 computers, email, Internet and communications;                |  |
|       | 17.1.4 company vehicles;   |  |
|       | 17.1.5 personal information protection.                              |  |
| 17.2. | You may not smoke anywhere during working hours. Outside working     |  |
|       | hours, you may   |  |
|       |  |  |
| 17.3. | Insofar as any of these policies imposes an expectation of behaviour |  |
|       | on you   |  |
|       |  |  |
| 17.4. | You accept the importance for the Company in maintaining and         |  |
|       | enforcing fully up-  |  |
|       |  |  |
|       |  |  |
| Dire  | ctor's responsibilities  |  |
| 18.1. | Whilst ever you  |  |
|       |  |  |
|       | 18.1.1 not do anything that would ••••••;                            |  |

|     |       | 18.1.2 | acquire and retain any qualification  |
|-----|-------|--------|---|
|     |       |        | ;   |
|     |       | 18.1.3 | not directly or indirectly receive or obtain any discount, rebate, commission or other • • • • ( • • • • • • • • • • • • • •  |
|     |       |        |   |
|     |       | 18.1.4 | not at any time • • • • • • • • • • • • • • • • • • •   |
|     |       | 18.1.5 | fully acquaint yourself with, then, for yourself and so far as possible for your spouse and   |
|     |       |        |   |
|     | 18.2. | advice | as which is necessary to take independent legal as which is necessary to take it is necessary to take |
| 19. | Oth   | er bus | iness or employment   |
|     | 19.1. | You mu | ust devote the whole of your • • • • , • • • • • • • • • • • • • •  |
|     | 19.2. | You ma | ay not under any circumstances do   |
|     | 19.3. |        | ay not do other work (even voluntary work), or engage in any usiness  |
|     |       |        |   |

| 19.4. | You may not take or retain ownership of any interest in any business whether or not competitive with the business of $\blacksquare$ |
|-------|--|
|       | [5]%   |
|       |  |
| Disc  | ciplinary and grievance procedures   |
| 20.1. | The Company's disciplinary and grievance procedures are  |
| 20.2. | The formal grievance procedure need not be your first step in bringing to our  |
|       |  |
| 20.3. | The law gives you both rights and obligations in respect of these procedures. You now agree to   |
|       | ,  |
|       |  |
| Con   | fidentiality   |
| and a | paragraph is very important to our Company. You should read it carefully sk • • • • • • • • • • • • • • • • • •  |
|       |  |
| 21.1. | In this paragraph, "Confidential • • • • " • • • • • • • • • • • • • •   |
|       | 21.1.1 information about staff, •••••••••••••••••••••••••••••••••••  |
|       | 21.1.2 our businesses, methods • • • • • • • • • • • • • • • •   |

|       | 21.1.3   | information about suppliers agents distributors and customers;           |
|-------|----------|--|
|       | 21.1.4   | information about the Intellectual • • • • • • • • • • • • • • • • • • • |
| 21.2. |          | ctual Property" means "Intellectual Property ■ ■ ■ ■ ■ ■ ■ ■             |
|       | <b>.</b> | :  |
|       | 21.2.1   | intellectual property = = = = = = = = = = = = = = = = = = =              |
|       | 21.2.2   | patents, trademarks, unregistered marks, designs, copyrights,            |
| 21.3. | You no   | w promise that you will:   |
|       | 21.3.1   |  |
|       | 21.3.2   |  |
| 21.4. | You no   | w promise that you will not :  |
|       | 21.4.1   |  |
|       |          |  |
|       | 21.4.2   |  |
|       |          |  |
|       | 21.4.3   |  |
| 21.5. | This pa  | aragraph does not apply to disclosure:                                   |
|       | 21.5.1   |  |



. . . . . . . . . . . . . . .

| 23. | Brib  | ery   |
|-----|-------|---|
|     | ,     |   |
| 24. | Gard  | den leave                                       |
|     | 24.1. |   |
|     |       | 24.1.1 You will cease to carry out your duties. |
|     |       | 24.1.2 = = = = = = = = = = = = = = = = = = =    |
|     |       |   |
|     |       | 24.1.3  |
|     |       |   |
|     |       | 24.1.4  |
| 25. | Terr  | nination of employment                          |
|     | 25.1. |   |
|     |       |   |
|     | 25.2. |   |
|     |       |   |

|     |       |         |        |        |       |             |          | ,                                       | 1 |
|-----|-------|---------|--------|--------|-------|-------------|----------|---|---|
|     | OR    |         |        |        |       |             |          |   |   |
|     | 25.3. |         |        |        |       | • • • • •   |          |   | ı |
|     |       |         |        |        |       |             | [1••     | ■ ■ ];                                  |   |
|     |       |         |        |        |       |             | [3■■■■]; |   |   |
|     | 25.4. |         |        |        |       |             |          |   | I |
|     |       |         |        |        |       |             |          |   | 1 |
|     |       |         |        |        | ••••  |             | ••,••••  | •••••                                   |   |
|     | 25.5. |         | ••••   |        |       | • • • • • • |          | • | 4 |
| 26. | Arra  | ngem    | ents c | luring | notic | e perio     | d        |   |   |
|     | 26.1. |         |        | ••••   | ••••  | • • • • •   | •••••    | •••••                                   | I |
|     | 26.2. | - : - · |        |        |       | , = = = :   |          |   |   |
|     |       | 26.2.1  |        |        |       |             |          |   |   |
|     |       |         |        |        | ••••  | • • • • •   | •••••    |   |   |
|     |       |         | •      |        |       | )           | , ,      |   |   |
|     |       | 26.2.2  |        |        |       | ••••        | •••••    | •••••                                   | I |
|     |       | 26.2.3  |        |        |       |             |          |   |   |

| 27. | Immediate termination                                     |
|-----|---|
|     |   |
|     |   |
|     | 27.1.   |
|     | 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.   |
|     | 27.8.   |
|     | 27.9. serious infringement of health and safety rules; or |
|     | 27.10. breach of confidentiality; or                      |
|     | 27.11.  |
|     | 27.12.  |
|     | 27.13.  |
| 28. | Procedure after termination                               |
|     | 28.1.   |

|       |           |           |        |       |        | ••     |    |    |     |    | •   |    |   | - |       | - |
|-------|-----------|-----------|--------|-------|--------|--------|----|----|-----|----|-----|----|---|---|-------|---|
|       |           |           |        |       |        |        |    | •• |     |    |     |    |   |   |       |   |
|       |           | <br><br>; |        |       |        |        |    |    |     |    |     |    |   |   |       |   |
|       |           |           |        |       |        |        |    |    | -   |    |     |    |   |   |       |   |
|       |           |           |        |       |        |        |    | •• |     |    |     |    | • | • |       |   |
|       |           |           |        |       |        | ••     |    | •• |     |    |     |    | • |   |       |   |
|       | 28.1.7    | <br>,     |        |       |        |        |    |    |     |    | • • | -  | • | • | <br>• | • |
| 28.2. | If reques | sted by t | he Cor | npany | y, you | ı will | l: |    |     |    |     |    |   |   |       |   |
|       | 28.2.1    |           |        |       |        |        |    | •• |     |    | • • | •• | • | • | <br>- |   |
|       |           | ■,■■■     |        | •••   |        |        |    | •• |     | ■; |     |    |   |   |       |   |
| 28.3. | ::::      |           |        |       | • • •  | ••     | •• | •• | • • |    |     |    |   | - | <br>• | - |
|       |           |           |        |       |        | ••     | •• |    | • • |    |     |    |   |   | <br>• | - |
|       | ::::      |           |        |       | • • •  |        |    |    |     |    |     |    |   |   |       |   |
|       |           |           |        |       |        |        |    |    |     |    |     |    |   |   |       |   |

| 28.4. |     |     |      |       | <br>    |       |          |            |          |    |          |   | , ■      |   |            |          |   |            |          | • |
|-------|-----|-----|------|-------|---------|-------|----------|------------|----------|----|----------|---|----------|---|------------|----------|---|------------|----------|---|
|       |     | ••  |      |       | <br>    |       |          |            | •        |    |          |   |          |   |            |          |   |            | , ■      |   |
|       |     |     |      |       |         |       |          |            |          | •  | •        | • |          | • |            | •        | - | •          |          | • |
|       |     |     |      |       |         |       | -        | •          | •        |    |          |   |          |   |            |          |   |            |          |   |
| 28.5. |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       | ••• |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            | •        |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
| 28.6. |     |     |      |       |         |       | _        |            |          |    | _        | _ |          |   |            |          |   |            |          |   |
| 20.0. |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          | _ |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
| No c  | omp | eti | tior | n     |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
| 29.1. |     |     |      |       | <br>    |       |          |            |          |    |          |   |          |   |            |          | _ |            |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      | ■ ■ . |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
| 29.2. |     |     |      |       | <br>    |       |          |            |          |    |          |   |          |   | <b>=</b> [ |          |   | <b>=</b> ] |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       | ••• |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       | ••• |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       | <br>•   | [ = 1 |          | <b>=</b> ] | •        |    | •        |   |          |   |            |          | • |            | •        |   |
|       | ••• |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
| 29.3. |     |     |      |       |         |       |          |            |          |    |          |   | -        |   |            |          |   |            |          |   |
|       | ••• |     |      |       |         |       |          |            |          |    | -        | • | -        | • |            | •        |   | •          |          | • |
|       |     |     |      |       |         |       |          |            |          | ٠. |          |   |          |   |            |          |   |            |          |   |
| 29.4. |     |     |      |       |         |       |          |            |          |    |          |   |          |   | _          |          |   | _          |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       | ••• |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       | <br>• • |       |          | ١.         |          |    |          |   |          |   |            |          |   |            |          |   |
| 29.5. |     |     |      |       |         |       | <b>.</b> |            | <b>.</b> |    | <b>.</b> |   | <b>.</b> |   | <b>.</b> [ | <b>.</b> |   | <b>"</b> 1 | <b>.</b> |   |
| _0.0. |     |     |      |       |         |       |          |            |          |    |          |   |          |   |            |          |   |            |          |   |
|       |     |     |      |       |         |       | -        |            |          |    | -        | • | -        |   |            |          | - |            |          |   |

|     | 29.6.                           |
|-----|---------------------------------|
|     | 29.7.                           |
| 30. | Reconstruction or Amalgamation  |
|     |                                 |
|     |                                 |
| 31. | Personal information protection |
|     | 1988,                           |
|     |                                 |
| 32. | Miscellaneous matters           |
|     | 32.1.                           |
|     | 32.2.                           |

| 32.3. |  |
|-------|--|
|       |  |
| 32.4. |  |
|       |  |
|       | It shall be deemed to have been delivered: |
|       | ;  |
|       | ;  |
|       |  |
|       | 24   |
|       |  |
|       | ]  |
| 32.5. | ••••••                                     |
| 32.6. |  |
|       |  |
|       |  |

| <b>Signed by</b> [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:

- to whom it applies;
- what triggers the bonus payment;
- how the payment is calculated;
- \_

# **Explanatory notes:**

**Directors service agreement (employment contract)** 

### **General notes**

| 1. | It is sometimes thought that the office of director makes for a different sort of contract of employment. That is a relic from the days before modern law.  Today, the obligations of an employer   Today   To |
|----|--|
|    | However, a director is likely to be in a better position to damage the business of the company than most other employees, so you should not delete provisions intended to protect the company,   |
| 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: <a href="https://www.fairwork.gov.au/">https://www.fairwork.gov.au/</a>   |
|    | 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

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly, 

Job title and job description

A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be 

We advise that for a director it is best to make the job description specific on the question of exact responsibilities but otherwise general. For example, it is not necessary to list all his statutory responsibilities. One area to cover 

Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type

5. Place of work

.................

4.

6. Hours of work

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  |
| Personal (Sick) leave   |
| The law has merged <b>••••••••••••</b> :  |
| 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   |
|   |
| Following this we have separated both types of leave days.  |
| Edit to your requirement.   |
| 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.

13.

14.

15.

16.

**17.** 

| Superannuation  |   |  |  |  |  |  |
|---|---|--|--|--|--|--|
| Your obligation as an employer is to make $\blacksquare$ |   |  |  |  |  |  |
| We have pro   | ovided 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                 |  |  |  |  |  |
|   | ••.   |  |  |  |  |  |
|   | on your obligation to make contribution is fixed – 9.5% of the                    |  |  |  |  |  |
|   |   |  |  |  |  |  |
| •   | d more information at:<br>ato.gov.au/Individuals/Super/Getting-started/Employees/ |  |  |  |  |  |
| Work outsic   | de Australia  |  |  |  |  |  |
| This is option  | nal. Another provision to enable you to move                                      |  |  |  |  |  |
| Health insu   | rance   |  |  |  |  |  |
| This is option  | nal.  |  |  |  |  |  |
| If your comp  | any is covered under Medicare guarantee by  |  |  |  |  |  |
| Liability ins   | urance  |  |  |  |  |  |
| We have no comment.   |   |  |  |  |  |  |
| Company car   |   |  |  |  |  |  |
| We have no  | comment.  |  |  |  |  |  |
| Staff handb   | ook and company policies  |  |  |  |  |  |
| It is an excellent idea to have and maintain a comprehensive staff handbook.  |   |  |  |  |  |  |

|     | For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this |
|-----|--|
|     |  |
|     |  |
|     | 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  |
|     | •••••  |
|     | ,  |
| 18. | Director's responsibilities  |
|     | There are many matters which you could include here if important to you. We  |
|     |  |
|     |  |
|     |  |
| 19. | Other business or employment   |
|     | Edit to your exact requirement   |
| 20. | Disciplinary and grievance procedures  |
|     | The employment legislation does not prescribe a specific dismissal /   |
|     |  |
|     |  |
|     | This is set out on the Fair Work   |
|     |  |
|     | ■ .  |
| 21. | Confidentiality  |

|     | Because this provision is so important to most organisations,            |
|-----|--|
| 22. | New intellectual property  |
|     | This is an area which may be irrelevant or may be essential immediately. |
|     |  |
| 23. | Bribery  |
|     | It is good practice to make clear to employees                           |
|     |  |
| 24. | Garden leave   |
|     | If you need to enforce this provision it is likely to                    |
| 25. | Termination of employment  |
|     | This and the next  |
|     | Edit to your • • • • . • • • • • • • • • • • • • •                       |
|     | http://www.fairwork.gov.au/termination/notice-periods/pages/default.aspx |
| 26. | Arrangements during notice period  |
|     | When a director is under notice, the relationship suffers,               |
|     |  |

Immediate termination

| At Net Lawman we hate lists in legal documents.  |
|--|
|  |
| Despite this precise list, it is still essential to investigate in   |
|  |
|  |
| Procedure after termination  |
| Care should be taken in looking to future to consider what this director might be doing in a matter  |
|  |
|  |
|  |
| No competition   |
| Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that |
|  |
|  |
|  |
|  |
|  |
| Reconstruction or amalgamation   |
| This = = = = = = = = = = = = = = = = = = =   |
| Personal information protection  |
| This = = = = = = = = = . = = = = = = = = .   |
| Miscellaneous matters  |

29.

30.

31.

| A number of technically important $\blacksquare \blacksquare \blacksquare$ | <br> | •• |
|---|------|----|
|   | <br> |    |
|   |      |    |

## **End of notes**