

Date : of 2020

Name of employee : _____

Address of employee : _____

Hello Future Perth Social Club employee,

Welcome to Perth Social Club Pty Ltd (Employer)

This contract sets out the terms and conditions of your employment.

1. Employment

1.1 You will be employed on a casual basis according to the needs of the Employer from time to time in the position of Food and Beverage attendant. The terms of this contract shall apply on each and every occasion that you are engaged by the Employer to perform services, regardless of your position or the duties you perform, unless agreed otherwise in writing.

1.2 The Employer may unilaterally change your title, duties, responsibilities, function, role accountability or reporting relationship at any time. This contract is not intended to give rise to an expectation or intention of an ongoing or continuous employment relationship.

1.3 Your employment is subject to the hospitality Industry General Award under which your classification will be dependant upon the position you fulfil at each shift you work with us, however the terms of this award are not incorporated into this contract nor is there any intention to given them any contractual effect.

2. Location

2.1 Your usual place of employment will vary and be described as any location required to fulfil the duties of your position. You may at any time be required to work at a different location nominated by the Employer on either a temporary or permanent basis.

3. Hours

3.1 As a casual employee you will not have reasonably predictable or regular hours of work, and you may be required to work weekends and public holiday to suit the Employer's operational requirements. The Employer will notify you when you are required to work from time to time.

4. Hourly Rate of Remuneration

4.1 You will be paid a gross hourly casual rate for time worked (less applicable taxation) described by the Hospitality industry General Award, inclusive of any applicable casual loading.

4.2 The casual loading is paid to compensate you for not having entitlements under the National Employment Standards in the Fair Work Act 2009 (Cth) that casual employees do not have including:

- annual leave
- redundancy pay
- notice of termination
- paid personal/carer's leave

4.3 You will be paid fortnightly by electronic funds transfer into your nominated bank or building society account less applicable tax. The Employer may unilaterally amend the frequency of payment at any time by providing you with notice in writing.

5. Superannuation

5.1 In addition to the remuneration paid, the Employer will make the compulsory minimum superannuation contributions required into a complying fund in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

6. Expenses

6.1 You will be reimbursed for all reasonable out-of-pocket business expenses incurred in the proper performance of your duties that are authorised in advance by the Employer and supported by appropriate receipts, subject to the terms of any applicable workplace policy.

7. Duties and responsibilities

7.1 During your employment you must:

- devote the whole of your time, attention and skill during working hours to performing your duties;
- perform the duties reasonably required or directed by the Employer from time to time, irrespective of which position you hold;
- follow and comply with all reasonable and lawful directions given to you by the Employer;

- be faithful and diligent, and actively pursue the Employer's best interests at all times;
- not compete, directly or indirectly, with the Employer;
- not, in connection with your employment with the Employer, accept any financial or other benefit except from the Employer, unless such benefit is disclosed to the Employer and it expressly permits you to accept it;
- not conduct yourself in a manner, whether during or after work hours, that causes damage or potential damage to the Employer's property or reputation;
- not use internet, email or voicemail at the Employer's workplace for excessive personal use, to view or distribute offensive or illegal material, or in any manner not consistent with the Employer's workplace policies; and
- not unlawfully discriminate against, sexually harass or bully another person in any manner related to your employment or the Employer's business.

8. Leave

8.1 You are only entitled to leave to the extent provided for casual employees in accordance with the National Employment Standards in the Fair Work Act 2009 (Cth) and the Hospitality Industry general Award 2020.

9. Workplace Policies

9.1 The Employer may from time to time have written workplace policies in place which deal with a variety of matters concerning how the workplace operates, procedures to be followed and expectations in relation to particular aspects of the business. The purpose of these policies is to make clear what the Employer expects from you in relation to the aspect of the business dealt with by the policy.

9.2 You are required to be familiar with the content of all such policies, and to comply with their terms at all times. Any failure to do so may result in disciplinary action up to and including termination of employment. If you are uncertain of where these policies are located or what obligations they impose, you have an express obligation to raise this with your manager. Your manager will then provide you with, or direct you to, the required information.

9.3 To the extent that the policies describe benefits and entitlements for the Employee or impose any obligations on the Employer, these are discretionary in nature and are not intended to be contractual. The terms and conditions of your employment that are intended to be contractual are set out in this contract.

9.4 The Employer may unilaterally introduce, vary, remove or replace policies at any time during the course of your employment.

10. Dress Code and Protective Equipment

10.1 You are required to wear appropriate and adequate clothing and footwear (including where relevant protective clothing and/or equipment) suitable to the nature of the work you perform and the location where you perform that work, or as directed or required by the Employer's workplace policies.

10.2 You must apply all due diligence to the care and maintenance of such clothing and equipment.

11. Company Property

11.1 The Employer may provide you with company property during the course of your employment. The provision of any such company property is contingent on your role and will be provided at the absolute discretion of the Employer. You will not have a contractual entitlement to such company property and it may be withdrawn by the Employer at any time.

11.2 You must ensure that all company property in your possession or control is properly cared for and maintained.

11.3 Any company property must be used in accordance with any applicable workplace policy. Personal use is not permitted other than as provided for by any workplace policy (or as otherwise expressly allowed for by the Employer).

12. Confidential Information

12.1 During and after your employment, you must:

- a) keep all Confidential Information secret and confidential;
- b) take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
- c) not disclose any Confidential Information to any third party; and
- d) not use any part of or make copies of any Confidential Information, except:
 - as reasonably required in the ordinary and proper course of your employment;
 - to the extent required by law; or
 - if the Employer's written consent is first obtained.

12.2 "Confidential Information" means any information relating to the business or affairs of the Employer, its clients or its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)), that is not in the public domain including, but not limited to, any document, record, computer file, lists of current or former clients, trade secrets, customer or client details and information, product or service information, teaching methods, sales and marketing information, lists of prospective clients or customers, information relating to any computer systems or software, financial information, discovery, invention, drawing, design, strategy, plan, data, report, process, proposal, budget, idea, concept or know how.

12.3 This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

13. Intellectual Property

13.1 You acknowledge and agree that it is a condition of employment that the Employer shall be the owner of all Intellectual Property Rights in everything created, generated or contributed to by you in the course of your employment:

- a) whether alone or in conjunction with others;
- b) whether during office hours or otherwise;
- c) irrespective of where the creation, generation or contribution took place;
- d) which:
 - relates to the business or prospective business of the Employer; or
 - was created, generated or contributed to using any equipment or facilities of the Employer;

13.2 You must do all things necessary to enable the Employer to confirm or perfect the Intellectual Property Rights assigned under this clause.

13.3 You consent to any act or omission by or on behalf of or authorised by the Employer, or the Employer's assignees, licensees or successors in title and any person authorised by the Employer, or its assignees, licensees or successors in title which would otherwise infringe any part of your moral rights that subsist in any copyright works created by you.

13.4 "Intellectual Property Rights" means all intellectual property rights as defined by law including without limitation:

- a) know how, trademarks, business names, the right to have confidential information kept confidential, copyright, inventions, improvements, designs, patents, discoveries, concept, circuits or other eligible layouts, numeric data, data or formulae, software, coding, models, drawings, plans, trade secrets, secret processes, reports, proposals, concepts or ideas;
- b) any rights in respect of (a); and
- c) any application or right to apply for registration of any of (a).

13.5 This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

14. Conflicts of Interest

14.1 You are required to immediately disclose any potential, perceived or actual conflict of interest (whether direct or indirect) that may give rise to a conflict with the performance of your employment obligations to the Employer, or the Employer's business or reputational interests.

14.2 The Employer may require you to take action to eliminate or reduce any such conflict. In the event that in the opinion of the Employer you fail or refuse to declare any such conflict, or to resolve it in a manner satisfactory to the Employer in accordance with its directions, then notwithstanding any other provision of this contract, the Employer may terminate your employment.

15. Privacy

15.1 You consent to the Employer collecting and using personal information and sensitive personal information as defined in the Privacy Act 1988 (Cth) for any purpose relating to your employment with the Employer. The personal information will be held in a secure location.

15.2 You also consent to the Employer disclosing personal information and sensitive personal information about you to other persons for reasons relating to your employment or for the Employer's business requirements. These persons include the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

15.3 You also consent to the Employer disclosing your personal information and image or likeness for marketing purposes including on the Employer's website.

15.4 This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

16. Termination

16.1 As a casual employee, your employment terminates at the end of each engagement and recommences on each new engagement. However, you or the Employer may terminate your employment or any engagement at any time for any reason by giving one hour's notice of termination, or the payment or forfeiture of one hour's wages in lieu of notice.

16.2 On termination of your employment, you must immediately return to the Employer all company property that is in your possession, custody or control including but not limited to: all documents, Confidential Information, company property, software, computers, credit cards, keys, vehicles and property leased by the Employer.

17. Deductions

17.1 You agree that, to the extent permitted by law, the Employer may make deductions from any amount payable to you:

- a) where the deduction amount relates to any overpayment of wages or other benefit or entitlement (including without limitation paid leave in advance of accrual);
- b) where the deduction amount relates to the reasonable cost or repair of any equipment or property damaged, lost or not returned to the Employer; and/or
- c) where you do not serve out your full notice period on termination but are required to do so by the Employer. The deduction amount will be equivalent to the value of the remuneration you would have earned during the balance of the notice period, and you acknowledge that this constitutes a reasonable estimate of the damage to the Employer arising from your failure to serve out the full notice period; and/or
- d) of any other amount permissible by law.

17.2 You acknowledge that these deductions will be to your benefit as they will discharge any debts owed by you to the Employer.

17.3 You agree to execute any separate written document necessary to give effect to any such deduction.

17.4 This clause will survive the termination of your employment, irrespective of the basis of the termination, and shall remain in full force and effect indefinitely.

18. General

18.1 This contract will continue to apply to your employment notwithstanding any change to your position, duties, hours of work, remuneration or location, unless otherwise agreed in writing.

18.2 This contract constitutes the entire agreement between you and the Employer with respect to its subject matter and supersedes any prior written or other agreement between you and the Employer to the extent permitted by law.

18.3 After execution, the terms of this contract may not be changed or modified in any way other than as contemplated by this contract, unless it is in writing signed by both you and the Employer.

18.4 This contract is governed by the laws of the jurisdiction of your initial usual place of employment as described in clause 2.1.

If you accept the terms contained in this contract, please sign the declaration below.

Yours sincerely,

Guy Ellies

Director Perth Social Club Pty Ltd

Employee Name:	
Employee Signature:	
Date:	