



Casual Employee General Terms and Conditions



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In this document:

Act means the *Fair Work Act 2009* (Cth) (as amended or replaced from time to time).

Contract means this employment contract including any schedules and annexures to this document together with each Letter of Employment.

Assignment means each separate period of employment that the Employee is engaged for on a Client Site.

Assignment Date means the date when the Employee commences the assignment at each Client Site.

Award means the award set out in the Letter of Engagement or any other relevant award for the work being carried out by you at the relevant time, having regard to the Client Site where the work is being undertaken. Your employment may be regulated by different awards at different times subject to the Assignment as set out in the Specified Terms Schedule.

Client means any entity for which the Employer requests that the Employee carries out their duties.

Client Site means the place where the Employee carries out their duties for the Client.

Commencement Date means the date set out in the **Letter of Engagement**.

Confidential Information means all confidential information including but not limited to:

- (a) confidential financial information concerning the Company or a Related Body Corporate of the Company or any Clients or suppliers of the Company;
- (b) trade secrets of the Company or a Related Body Corporate of the Company or any Clients or suppliers of the Company;
- (c) confidential know-how of the Company or a Related Body Corporate of the Company or any Clients or suppliers of the Company; and
- (d) information (technical, business or otherwise) of training, seminars, marketing, planning, strategies, projections, forecasts etc;
- (e) Client, customer and/or marketing data or information, electronic or hard copy;
- (f) Company forms and precedents or other Company documents, electronic or hard copy;
- (g) information regarding Clients, customers, suppliers, employees or contractors;
- (h) records, concepts, ideas, systems, designs, drawings, plans, precedents, contracts, specifications, visual representations, methods, processes and other intellectual property;
- (i) details of policies, contracts and arrangements with Clients, customers and suppliers;
- (j) lists, contact details and personal information of Clients, customers and suppliers of the Company or a Related Body Corporate of the Company,

of which the Employee becomes aware or generates (both before and after the day this Agreement is signed) in the course of, or in connection with, the employment with the Company, but does not include information which is public knowledge (except where it becomes public knowledge as a result of a breach of this Agreement by the Employee).

Documents means software (including source code and object code versions) manuals, drawings, graphs, charts, projections, specifications, estimates, records, accounts, plans, formulae, designs, processes, supplier lists, price lists, customer lists, market research information, correspondence, letters and papers of every description, including all copies and extracts from any of the same.

Director means the person identified in the Specified Terms Schedule.

Intellectual Property includes:

- (a) any materials, drawings, calculations, maps, sketches, notes, data, electronic data, electronic data, computer programs, invention, design, model, plan, software, report, proposal, publication and other documents produced by you pursuant to your obligations under this Agreement; and/or
- (b) all industrial, commercial and intellectual property rights of any kind including but not limited to copyright, trademark, design, patent, semi-conductor rights, trade, business or company names, trade secrets, confidential or other proprietary rights or any rights to register such rights whether created before or after the date of this Agreement, and whether existing in Australia or otherwise.

Intellectual Property Rights means all intellectual property rights including without limitation:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and



- (b) any application or right to apply for registration of any of those rights.

Letter of Engagement means the separate document setting out the specific terms and conditions in respect to an assignment. This could be in the form of a Project Assignment Letter (PAL), Letter of Employment or other suitable method. The letter of engagement sets out the specific terms and conditions in respect to an assignment for which there is a project specific agreement or project specific terms and conditions, subject to the following:

- (a) The details of the terms and conditions in respect of such an assignment will be set out in a letter of engagement and will apply for the duration of the assignment.
- (b) The Company may at any time amend or terminate special project assignment terms and conditions as set out in a letter of engagement.
- (c) Any terms and conditions set out in a letter of engagement will cease to apply if the Employee ceases to be assigned to work on the project or site for which the terms and conditions were applicable.
- (d) In circumstances as described in (c), the employment terms and conditions will revert to those described in this Contract, or otherwise as described in a new letter of engagement covering a new engagement and assignment.
- (e) Any changes to an assignment and / or the terms and conditions will be set out in a letter of engagement.
- (f) Where there is any inconsistency between the casual employee general terms and conditions and the terms and conditions set out in the engagement letter, the provisions in the letter of engagement shall prevail to the extent of any inconsistency.

Medicals means any relevant medical examination, tests and medical report required by the Employer and/or Client in order for the Employee to commence employment with the Employer or undertake work on a Client Site.

Moral Rights are rights provided to creators under copyright law in order to protect both their reputation and the integrity of their work. The *Copyright Amendment (Moral Rights) Act 2000* provides creators with the right:

- (a) of attribution of authorship;
- (b) not to have authorship of their work falsely attributed; and
- (c) of integrity of authorship.

This protects creators from their work being used in a derogatory way that may negatively impact on their character or reputation.

Position is defined in the **Letter of Engagement** but may be varied by agreement as required for a particular engagement on a particular Client Site and in that case it will be as set out in the **Letter of Engagement**.

Position Description is as set out in the **Letter of Engagement**.

Related Bodies Corporate has the meaning given to it in the *Corporations Act 2001* (Cth) (as amended or replaced from time to time).

Roster Period means the number of days in the roster for the Client site where the Employee is performing their duties. For example a Client Site with a roster of 7 days on, 7 days off would mean the Roster Period is 14 days.

Wage means the gross hourly rate of pay for ordinary hours as set out in the **Letter of Engagement**.

1.2 Interpretation

In this Contract:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **AUD, A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to the local time at the address of the Employer, Australia time;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by **including for example** or similar expressions; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.



- 1.3 **Headings** are for ease of reference only and do not affect interpretation.

2 APPOINTMENT

- 2.1 The Company employs the Employee on the terms set out in this contract, including any schedule or annexure to it and any amendment to the contract, agreed by the parties in writing (Contract).
- 2.2 This contract is in two parts:
- (i) a set of General Terms and Conditions (this document); and
 - (ii) a Letter of Engagement which will be provided to the Employee each time the Employer offers to engage the Employee for a particular project on a different Client Site.
- 2.3 Subject to this clause, this Contract constitutes the entire contract between the parties as to its subject matter and replaces and supersedes all prior arrangements, negotiations, understandings, representations and contracts between the parties.
- 2.4 This Contract will continue to apply to the Employee's employment with the Company despite any changes to the Position, Remuneration and Duties and Responsibilities, except where the parties make a new written contract.
- 2.5 Any applicable Enterprise Agreement (Agreement) or Modern Award (Award) is separate from and does not form part of this Contract. This Contract is to be read in conjunction with the provisions of the any such Agreement or Award, and where there is any inconsistency between this Contract and the Agreement or Award, the provisions of the Agreement or Award shall prevail to the extent of the inconsistency.
- 2.6 The Company and the Employee may agree to execute an individual flexibility agreement (IFA) in accordance with the legislative provisions. Where an IFA is executed, it is separate from and does not form part of this Contract. This Contract is to be read in conjunction with the provisions of the IFA, and where there is any inconsistency between this Contract and the IFA, the provisions of the IFA shall prevail to the extent of the inconsistency.
- 2.7 Specific conditions of each assignment will be outlined in a Letter of Engagement for each assignment. Details contained in the Letter of Engagement will include, but not be limited to:
- (i) Classification
 - (ii) Award
 - (iii) Employment basis
 - (iv) Commencement date
 - (v) Name of Host Employer
 - (vi) Remuneration
 - (vii) PPE requirements
 - (viii) License, ticket or qualification requirements
 - (ix) Position description
 - (x) Hours of work
 - (xi) Breaks
- 2.8 As the employment will be of a casual nature, the Employee's employment with the Employer ends at the completion of each assignment worked. However, this Contract will apply to each assignment by the Employer. Each assignment of the Employee will constitute a discrete and separate period of employment.
- 2.9 The Employee acknowledges that as the employment is of a casual nature, there is no guarantee of work and the Employer is under no obligation to provide ongoing employment.
- 2.10 The Employer does not control the length of any assignment and while the Employer may indicate the potential length of an assignment, the Client may vary the length of the assignment or terminate the Employee's attendance at its absolute discretion. When this occurs the Employer will undertake its best endeavours to offer the Employee alternate assignments subject to whether such placements are appropriate and available.
- 2.11 Where the Employer is unable to offer the Employee an alternative assignment despite its best endeavours, the Employer reserves its right to discontinue the Employee's employment or not offer further engagements, subject always to the requirements of relevant legislation and of the Contract.
- 2.12 The Employee acknowledges and agrees that the casual loading paid by the Employer may be offset against any claim for leave entitlements, notice of termination or redundancy pay related to employment with the Employer.



- 2.13 The Employee will be required to undertake the duties at such locations as determined by the Employer from time to time and as set out in the Letter of Engagement.
- 2.14 It is a condition of employment that the Employee will hold and continue to hold any required tickets and/ or licenses set out in the Letter of Engagement.
- 2.15 The Employee will be responsible for maintaining any license requirements and the associated costs will be at the Employee's expense unless agreed to otherwise in writing.
- 2.16 **Fair Work Information Statement:** The Employee acknowledges that a copy of the Fair Work Information Statement has been provided separately.
- 2.17 Where the Employee is employed on a casual basis the Employee will not be entitled to paid leave referred to in this Contract, unless otherwise prescribed by legislation.

3 REPORT

You will report to the Director and the relevant Supervisor for the Assignment as set out in the Letter of Engagement, and work under their direction or the direction of such other person as determined by the Employer or Client from time to time.

4 DUTIES

- 4.1 The Employee will undertake such duties as determined by the Employer from time to time. A general description of the requirements of the position is set out in the Letter of Engagement or as modified for a particular Assignment as set out in the Letter of Engagement.
- 4.2 The Employer may vary the Position by adding or subtracting particular requirements of the Position at any time as long as it does not (without the Employee's consent) substantially change the nature of the Position or require the Employee to do things which are beyond their competence. If the Position, duties or reporting structure change, this Agreement will continue to apply to the employment unless the parties:
- (a) enter a new written employment agreement; or
 - (b) vary this Agreement in accordance with **clause 28**.
- 4.3 In discharging the requirements and accountabilities of the Position, the Employee must:
- (a) Perform such duties and functions for the Company as the Company may reasonably request, whether such duties and functions are required during or outside normal business hours, to the best of the Employee's abilities and knowledge
 - (b) At all times act faithfully, honestly and diligently, and perform the duties and functions in a safe and competent manner at all times
 - (c) Devote the whole of their time, attention, skills and ability to the performance of the Employee's obligations under this Contract whenever the Employee is required to be on duty
 - (d) Use all proper means to maintain, improve and promote the business of the Company, and act in the Company's best interests
 - (e) Not, at any time, do anything contrary to the interests of the Company or anything which does or may bring the Company into disrepute or cause loss or damage to the Company
 - (f) conduct themselves at all times in a professional manner and take no action which damages or is likely to damage the reputation of the Employer;
 - (g) comply with all directions of the Employer and/or Client, and with all law applicable to the position and the assigned duties;
 - (h) only use the resources of the Employer for the benefit of the Employer and to fulfil the duties of the employment under this Contract;
 - (i) perform the duties in a safe and competent manner at all times;



- (j) immediately inform the Employer of any matter of which you become aware which has the capacity to significantly affect the Employer's operations, affairs or reputation;
- (k) Undertake the duties specified in any schedule, annexure, Letter of Engagement and otherwise carry out any duties reasonably given to him / her by the Company, and comply with all lawful directions and reasonable requests to perform any additional duties
- (l) undertake such travel (including interstate travel) as is reasonably required for the proper discharge of the duties (if relevant).

4.4 Without limiting **clauses 4.1, 4.2 and 4.3** above, you must:

- (a) assist in the training of other employees as required by the Employer; and
- (b) undertake training courses in relation to enhancing or broadening your work skills as required by the Employer at the Employer's expense.

5 HOURS

- 5.1 The Employee will be engaged by the Employer by the hour, on a casual basis, to work within the hours of the Roster Period set out in the Letter of Engagement, as relevant for each Assignment.
- 5.2 The Employee acknowledges and agrees that, they may be required to work reasonable additional hours, in excess of the ordinary hours, as are necessary to fulfil the requirements of the Position or to meet the operational needs of the Employer and/or Client from time to time. This may include working outside of business hours, at night or during weekends and/or on public holidays.
- 5.3 If the Employee is not required to work a rostered shift, they will be notified the day before the relevant rostered shift or as soon as possible. If after commencing a shift, it is determined that the Employee is not required to complete the shift due to a decrease in operational needs, the Employer may in its discretion ask the Employee to complete the shift at an earlier time with no notice required.
- 5.4 **Meal Breaks:** the Employee will be entitled to an unpaid meal break as set out in the Letter of Engagement. The Employee will only be entitled to payment for the meal break, if expressly directed to work through it by the Client or the Employer. The meal break is to be taken at a time as directed having regard to the operational requirements of the Employer/ Client.
- 5.5 **Rest breaks:** the Employer may be entitled to a paid rest break, as set out in the Letter of Engagement, in addition to any entitlement to a meal break in **clause 5.4**.
- 5.6 The Employee acknowledges and agrees that the Employee may be required to work shift work.
- 5.7 The Company (or otherwise the Company's client) will determine the Employee's start and finish times according to operational requirements.
- 5.8 The Employee is required to provide accurate timesheets correctly completed and approved. Timesheets are to be signed by the Client and sent to Intura by 2pm EST, each Monday morning or as per the Clients specific requirements, which will be discussed at the time of engagement.

6 REMUNERATION

- 6.1 The Employee will be paid an hourly rate ('Wage') for all hours worked as detailed in the applicable Letter of Engagement, and may also be entitled to other benefits as detailed in the Letter of Engagement. The Employer may vary the Wage and other benefits for each Assignment that is offered having regard to the Client and location of the Client Site.
- 6.2 The Wage may be greater than the wage in the Award relevant to the Employee's classification and includes a 25% casual loading. The casual loading is paid as compensation for annual leave, paid personal/ carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment that casual employees do not receive.
- 6.3 Any applicable overtime, penalties and allowances will be outlined in the applicable Letter of Engagement.
- 6.4 The Wage compensates the Employee for all ordinary time worked, and to the extent permitted by law, may



compensate for any and all other entitlements including but not necessarily limited to overtime payments, allowances, special rates, loadings and penalties.

- 6.5 The Employee will not be paid for any additional hours worked where the Employer and/ or Client has not requested or authorised the additional hours in advance, unless it is an emergency situation for which prior approval cannot be obtained.
- 6.6 The Employee's Wage will be paid weekly in arrears by electronic funds transfer into the Employee's nominated bank account, after the deduction of all taxes and levies. The Company pay week is from Monday to Sunday, and Employees will be paid the Friday following the end of the pay week, however this may be subject to change by the Employer.
- 6.7 The Employee's Wage will be reviewed annually but will not necessarily be increased. Any increase awarded to the Federal Minimum Wage may be absorbed where the Wage is sufficiently over the minimum wage for the appropriate classification.
- 6.8 In addition to the Wage, where the Employee earns more than \$450 gross per month, the Employer will make contributions into the superannuation fund of the Employee's choice, in line with the *Superannuation Guarantee Administration Act 1992*. If the Employee does not choose a superannuation fund, the Employer will make the contributions into a complying superannuation fund as per the requirements of the relevant Award. For the purposes of superannuation contributions, the Employee's ordinary hours of work will not exceed a maximum of 38 hours per week.
- 6.9 **Deductions from Wages:** The Employee agrees that the Employer may make deductions from the Wages in the following circumstances:
- (a) An overpayment has occurred, for any reason;
 - (b) The Employee owes any sum of money to the Employer, including reimbursement for the payment of training, certification, testing and Medicals as referred to in **clause 21**; and
 - (c) The employment is terminated by either party, the Employer may deduct any monetary advances it made to the Employee.
 - (d) Any amounts authorised by legislation, award or industrial instrument or by the Employee
 - (e) In respect of any periods not worked by the Employee and for which the Employee is not entitled to paid leave pursuant to this Contract.

7 INDUSTRIAL INSTRUMENTS

- 7.1 Where any legislation, award, or industrial instrument applies to the Employee's employment it is agreed that the Wages paid by the Employer are to be applied first towards any entitlements arising as to ordinary hours, then to any loadings, then to any overtime, then to any penalty rates, then to payment for any time worked on a public holiday, and then to any allowances or expenses arising under the award, legislation or industrial instrument.
- 7.2 The Employee agrees that the Employer is entitled to apply the Wages paid to the Employee under this Contract, to the fullest extent permitted by law, against any and all benefits and entitlements that may otherwise be owing to the Employee under any award, legislation or industrial instrument that applies to the employment.
- 7.3 The Employee agrees that the Wage is not a rate of pay for ordinary hours on which overtime, loadings, penalties or other industrial entitlements may be calculated.

8 PUBLIC HOLIDAYS

- 8.1 The Employee agrees to work, if requested to do so by the Employer, on days declared as public holidays in the state or territory in which the Employee is based for work purposes. Due to the requirements of the Position the Employer may reasonably require the Employee to work on public holidays.
- 8.2 Compensation for working on a particular public holiday is in accordance with the rate set out in the applicable Letter of Engagement.

9 LEAVE PROVISIONS

- 9.1 This clause does not apply in the case of casual employees, unless otherwise prescribed by legislation.



- 9.2 Leave entitlements and requirements for notice and supply of documentary evidence are as provided by the Fair Work Act 2009 National Employment Standards.

10 CONFIDENTIAL INFORMATION

- 10.1 All Confidential Information is, and remains at all times, the property of the Employer.
- 10.2 Subject to **clause 10.3**, the Employee must not disclose to any person or make use of any Confidential Information at any time during the employment or after the employment relationship ends.
- 10.3 The Employee may:
- (a) use Confidential Information solely for the purpose of performing your duties with the Employer; and
 - (b) disclose Confidential Information only:
 - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a confidentiality agreement required by the Employer from time to time and either:
 - (A) have a need to know (and only to the extent that each has a need to know); or
 - (B) have been approved in writing by the Employer; or
 - (ii) that you are required by law to disclose.
- 10.4 You must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- 10.5 You must provide assistance reasonably requested by the Employer in relation to any proceedings the Employer may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- 10.6 If you are found to have breached this clause, your employment may be terminated in accordance with **clause 14.2** of this Contract.
- 10.7 If the Employee is uncertain about whether information is Confidential Information or whether information is in the public domain, the Employee will treat the information as Confidential Information unless the Employee is advised by the Employer in writing that the information is not Confidential Information.

11 CONTINUING OBLIGATIONS

- 11.1 Any provision of this Contract remaining to be performed or complied with by the Employee, or having effect, after the termination of the Employee's employment remains in full force and effect and is binding on the Employee after the Employee's employment ends.

12 INTELLECTUAL PROPERTY

- 12.1 The Employee acknowledges and agrees that the Employer is the exclusive owner of all rights, titles, and interests in the Documents and Intellectual Property rights in anything created by the Employee:
- (a) within the scope of the employment; or
 - (b) using facilities or resources of the Employer or the Confidential Information, notwithstanding that the creation of such Documents or Intellectual Property:
 - (i) is not within the scope of the Employee's normal duties;
 - (ii) is done by the Employee in the Employee's own time; or
 - (iii) involved only partial use of the Employer's facilities, resources, or Confidential Information.
- 12.2 For the purpose of any client, contract or project of the Employer or for any purpose related to the business of the Employer notwithstanding that the creation of such Documents or Intellectual Property:



- (a) is not within the scope of the Employee's normal duties;
- (b) is done by the Employee in the Employee's own time; or
- (c) does not involve the use of the Employer's facilities or resources.

- 12.3 The Employee will, at the request of the Company, do all things necessary to evidence or convey ownership to the Company of all Documents and Intellectual Property rights relating to anything created by the Employee including, but without limitation to the foregoing, all assistance necessary or desirable to assist the Company to obtain registration of any rights in respect of the Documents or Intellectual property. The Company will pay the Employee's reasonable costs of complying with this clause.
- 12.4 The Employee must do all things reasonably requested by the Employer to enable it to assure further rights assigned under **clause 12.1** and **12.2**, including executing any documents or taking any action necessary to enable the Employer or its nominees to apply for a patent, registered design or other protection.
- 12.5 The Employee consents to any act or omissions of the Employer which would otherwise infringe any moral right held by the Employee in the Intellectual Property, whether currently existing or coming into existence in the future, and including any right to be identified as the author of any Intellectual Property, and any right in relation to any alteration of treatment of, or change to, any other dealings whatsoever with any Intellectual Property.

13 OTHER EMPLOYMENT

- 13.1 The Employee will devote all of their attention during working hours to their duties under this Contract.
- 13.2 The Employee will not at any time while employed by the Employer (unless authorised by the Employer in writing):
- (a) take on other employment;
 - (b) engage in any other business activity;
 - (c) be a director of another company; or
 - (d) undertake or be involved in any business whether as principal or agent,
- (whether paid or not) which may reasonably be considered, in the Employer's opinion:
- (a) Likely to affect work performance, or be adverse to the Employer's usual activities
 - (b) To create conflict of interest
 - (c) To disadvantage the Employer's objectives;
 - (d) Result in the use of the Employer's time and/ or resources

- 13.3 The 'Employer's opinion' means the opinion of the Director/s.

14 TERMINATION

- 14.1 An essential feature of casual employment is that there is no expectation of continuing employment. Subject to **clause 16.2**, the Employer or Employee may terminate the employment by giving **one hours' notice**.
- 14.2 The employment may be terminated by the Employer at any time without notice if The Employee:
- (a) Is guilty of serious misconduct or serious negligence including without limitation:
 - (i) willful, or deliberate, behaviour by the Employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes imminent, or serious, risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation, viability or profitability of the Employer's business;
 - (iii) in the course of, or in connection with, the employment, engaging in theft, fraud, verbal aggression, assault, discrimination or harassment;
 - (iv) being intoxicated or under the influence of non-prescription drugs at work; or



- (v) refusing to carry out any lawful and reasonable direction that is consistent with the employment and/or this Contract; or
- (vi) engaging in any other act or omission that would justify summary dismissal at common law.

- (b) breach any material provision of this Agreement including but not limited to breaching **clauses 10, 12, 13, and 19**;
- (c) are unable to perform the duties due to mental incapacity;
- (d) are convicted of any serious criminal offence;
- (e) no longer meet the Licence Requirement/s

14.3 The Company may, at its discretion, choose to pay the Employee in lieu of the whole or part of the notice period.

14.4 Where the Employee has given notice of termination but fails to work the full period of the notice, or where the Employee leaves the employment without giving notice the Company shall be entitled to deduct from any remuneration due to the Employee an amount equivalent to the remuneration (as described above in relation to payment in lieu of notice) for the period not worked.

15 ABANDONMENT

15.1 Where the Employee is absent from work continuously for more than three consecutive work shifts without notification to and approval of the Employer, the Employee will be deemed to have abandoned the employment, and at its discretion the Employer will be entitled to consider this Contract has having been ended without any requirement for the Employer to provide notice of termination or payment in lieu.

15.2 In such case, the Employer will be entitled to deduct from any remuneration due to the Employee an amount equivalent to the remuneration (as described above in relation to payment in lieu of notice) for the period of notice not given by the Employee.

16 FOLLOWING TERMINATION OF EMPLOYMENT

16.1 If the employment is terminated for any reason:

- (a) the Employer may set off any amounts owed to the Employee, (including but not limited to any overpayments or advances) against any amounts the Employer owes, at the date of termination, except for amounts the Employer is not entitled by law to set off;
- (b) the Employee must return all of the Employer's property (including property leased by the Employer) to the Employer on termination including all written or machine readable material, software, laptop computers, Confidential Information, mobile telephone, keys, uniforms, equipment and vehicles (if relevant);
- (c) the Employee's obligations under **clause 10** continue after termination except in respect of information that is part of the Employee's general skill and knowledge; and
- (d) the Employee must not record or otherwise store any Confidential Information in any form after termination.

17 REDUNDANCY

17.1 If the Employee terminates the employment because the Position is redundant, the Employee may be entitled to a redundancy payment in accordance with industrial instrument and legislative provisions.

18 SUSPENSION

18.1 The Employer may suspend the employment where the Employer reasonably believes that the Employee may have engaged in misconduct. Serious misconduct includes, but is not limited to, those grounds in **clause 14.2**.

18.2 The purpose of the suspension is to enable the Employer to conduct an investigation into the alleged serious misconduct.



- 18.3 As a casual employee, any suspension of the Employee will be without pay.
- 18.4 Whilst on suspension you must not:
- (a) attend the workplace for any reason;
 - (b) communicate with other employees of the Employer and/ or the Client during working hours;
 - (c) communicate with any other employee or persons involved in the investigation of the misconduct; or
 - (d) otherwise interfere or try to interfere with the investigation.
- 18.5 You may contact the Employer for the purposes of obtaining information and assistance relevant to investigation.
- 18.6 Given the nature of the casual employment, it is at the complete discretion of the Employer, if, after the investigation is finalized, the employment continues.

19 POLICIES AND PROCEDURES

- 19.1 The Employee agrees to observe the Employer's policies and procedures as amended from time to time, to the extent they are not inconsistent with this Contract, but those policies and procedures are not incorporated into this Contract as terms.
- 19.2 The Employer will take reasonable steps to inform the Employee of its policies and procedures, which may be established and/ or amended from time to time.
- 19.3 The Company may at any time review, implement, vary and / or terminate policies and procedures at its sole discretion.
- 19.4 The Employee is to take reasonable steps to remain informed of the Employer's policies and procedures as they apply from time to time.
- 19.5 The Employees acknowledges they may also be required to follow particular relevant policies and procedures of a Client when undertaking work on a Client Site.
- 19.6 The Employee acknowledges that failure to comply with the Employer's policies and procedures may result in disciplinary action, up to and including termination of employment.

20 WORKPLACE HEALTH AND SAFETY

- 20.1 The parties acknowledge and accept that a safe workplace is imperative, and the Employee agrees to abide by all workplace health and safety laws and the Employer's workplace health and safety policies as amended from time to time.
- 20.2 The Employee will take all practicable steps to ensure their own safety while at work and to ensure that no action or inaction while at work causes, or could potentially cause, harm to any other person. The Employee agrees to ensure safety procedures are followed at all times.
- 20.3 The Employee agrees to use the safety and protective equipment and/ or clothing provided, and remain informed of the Employer's health and safety rules and procedures. The Employee must not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- 20.4 Failure to comply with the Employer's and/ or Client's workplace health and safety rules and procedures may result in disciplinary action, including termination of employment.
- 20.5 The Employee agrees to report any accidents, incidents or hazards arising during the course of the employment to the Employer and Client.

21 INDUCTION, TRAINING AND MEDICALS

- 21.1 The Employer may, at its discretion, pay the following costs on the Employee's behalf:
- (a) safety training;



- (b) induction training for the relevant Client sites;
- (c) training courses required as determined by the Employer from time to time;
- (d) personal protective equipment.

- 21.2 In the event that the Employee terminates this Contract within three (3) months from the Commencement Date or each new Assignment Date, the Employee may be liable to reimburse the Employer for any expenses incurred by the Employer pursuant to **clause 21.1**.
- 21.3 The Employee agrees that any amount owed to the Employer pursuant to **clause 21.2** may be recovered as a debt due and owing. The Employee authorises the Employer to deduct any such debt from any payment made on termination.
- 21.4 The Employer will not pay the Employee for the Employee's time in obtaining the training, certification, testing and Medicals set out in **clause 21.1**, as the Employee is required to have such certification as a precondition to this offer of employment.
- 21.5 The Employer may require the Employee to undertake a pre-employment medical as a condition of employment.
- 21.6 The Employer may require the Employee during the employment to submit to random, planned, blanket, incident-related or "for cause" drug and alcohol testing as a condition of employment.

22 PLACE OF EMPLOYMENT, POINT OF HIRE AND USUAL PLACE OF RESIDENCE

- 22.1 The Employee is responsible for the arrangement and payment of all transport costs from their usual residence to the required Client Site where the duties are to be performed (and return) unless otherwise specified in the relevant Letter of Engagement.
- 22.2 The Employee will not be paid by the Employer for any time taken to travel to or from the Client Site from the Employee's usual residence.
- 22.3 Where the Employee is to undertake duties at a 'fly in/fly out' Client Site, the Client will pay for the cost of flights required to transport the Employee from the location nominated by the Client, to the required Client Site where the duties are to be performed.
- 22.4 If the Employee fails to board a flight for any reason, (other than an event outside of their control) the Employee may be liable for any fees or charges incurred in re-booking the flight.
- 22.5 The Employee may be responsible for any fees and charges incurred in the event that any flight is required to be cancelled or changed as a result of the Employee's actions, or at their request, including, but not limited to,
- (a) a failure by the Employee to comply with the required notice requirements with respect to personal leave, as set out in the Employer's policies and procedures
 - (b) in the event that the Employee resigns, and fails to provide sufficient notice of termination such that booked flights are unable to be changed or cancelled without cost
- 22.6 The location of work will be specified in the relevant STS or PAL, however, the Employee will work where reasonably directed by the Employer. For clarity, the Employee may be reassigned to an alternative position within the Employee's skills, competence and qualifications.
- 22.7 For the purposes of determining entitlements and obligations pursuant to the Contract and the Letter of Engagement, the Employee's point of hire and usual place of residence (home) will be that which is set out in the Letter of Engagement.

23 ADVICE

- 23.1 The Employee acknowledges that they have read, and understand the terms of this Contract, and have entered into this Contract without duress, and after having a reasonable opportunity to obtain independent legal and financial advice in relation to this Contract.

24 WARRANTY

- 24.1 The Employer agrees and warrants that in entering this Contract and performing the duties under this Contract, the



Employee:

- (a) is legally entitled to work in Australia, and will produce the appropriate documentation confirming that to the Employer on request;
- (b) has disclosed to the Company the particulars of any restraint or restriction which may affect the employment;
- (c) will not during the course of your employment with the Employer use any Confidential Information from a former employer to the benefit of the Employer or the Employee;
- (d) is not in breach of any obligations owed to a former employer;
- (e) has not relied on any direct or indirect conduct or representation of the Employer or any of its Board members, directors, servants or agents (or anyone authorised by any of them), other than the terms expressed in this Contract;
- (f) has and will maintain all licenses and qualifications necessary to fulfil all requirements of the Position.
- (g) is not a party to any agreement, written or oral, that conflicts with this Contract; and
- (h) has the skill, experience and qualifications set out in any resume provided to the Employer.

25 ENTIRE AGREEMENT

25.1 This Agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

26 WAIVER

26.1 The failure by a party at any time to enforce any of its powers, remedies or rights under this Contract will not constitute a waiver of those powers, remedies or rights or affect the party's rights to enforce those powers, remedies or rights at any time.

26.2 Any single or partial exercise of a power, remedy or right does not preclude any other or further exercise of it or the exercise of any other power, remedy or right under this Contract.

27 NOTICE

27.1 Any notices, consents, approvals and other communications under or for the purposes of this Contract will be sent in writing to the address of the other party, or delivered to the other party.

27.2 A notice given in accordance with this clause is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, 3 days after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within 24 hours after that transmission the recipient informs the sender that it has not received the entire notice;
- (d) if sent by email, when the email is stated to be transferred as recorded in the mail envelope properties.

28 VARIATION

The terms and conditions set out in this Agreement may only be varied by agreement in writing between the Employee and the Employer.

29 DELEGATION AND ASSIGNMENT

29.1 This Contract is for the personal service of the Employee, and the Employee must not delegate or assign the performance of the duties or any of them to any person without the prior written consent of the Employer.

29.2 The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.



30 SEVERABILITY

- 30.1 In the event that any provision of this Contract is ruled by a Court or industrial tribunal to be invalid or unenforceable, that provision shall be modified, to the extent it is legally permissible, to make it valid or enforceable. If that provision cannot be so modified, it shall be severed and the remaining provisions continue to have full force and effect.

31 CONFIDENTIAL CONTRACT

- 31.1 The terms and conditions of this Contract and the negotiations leading up to this Contract, are confidential and shall not be disclosed directly or indirectly in whole or in part by any party to this Contract to any person other than the parties' professional legal or accounting advisers or as may be required by law.

32 GOVERNING LAW

- 32.1 This Contract is to be governed by, and construed in accordance with, the laws of the State outlined as the Operating State, on page of three (3) of this Contract.
- 32.2 The parties submit to the non-exclusive jurisdiction of the Courts in that State.

33 COUNTERPARTS

- 33.1 This Contract may be executed in counterparts.