

## STANDARD TERMS:

These Standard Terms together with the attached letter of offer set out the terms and conditions on which the School offers you employment.

### 1. Your Duties

#### 1.1 You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by the School from time to time, whether during or outside the School's normal business hours, at such places as the School requires and for the School or any Related Body Corporate as required by the School;
- (b) serve the School faithfully and diligently to the best of your ability;
- (c) use all reasonable efforts to promote the interests of the School;
- (d) act in the School's best interests;
- (e) comply with all directions of the School from time to time;
- (f) comply with all law applicable to your position and the duties assigned to you;
- (g) report to the person or persons nominated by the School from time to time.

#### 1.2 Without limiting your duties to the School, during your employment you must not:

- (a) act in conflict with the School's best interests; or
- (b) engage in any business or activity for any Competitor, whether as an employee or otherwise, without the prior written approval of the School.

#### 1.3 The School may require you to provide evidence confirming to the satisfaction of the School that you are not in breach of clause 1.2(b).

#### 1.4 You acknowledge that the restrictions specified in clause 1.2 are, in the circumstances, reasonable and necessary to protect the School's legitimate interests.

#### 1.5 In clause 1.2(b)

(a) 'Competitor' means any person or other entity that competes with the School or any Related Body Corporate of the School.

(b) 'engage in' means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than 5% in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

#### 1.6 You acknowledge that you have no authority to bind the School in contract except to the extent that you are from time to time expressly authorised to do so.

### 2. Award

2.1 The Health, Fitness and Indoor Sports Centres (State) Consolidated Award presently applies to your employment in your present position as a matter of law and does not form part of your contract of employment.

### 3. Probationary Employment

3.1 You will be initially employed for a probationary period of three months.

3.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy the School that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by the School.

3.3 At least two weeks before the end of the probationary period your employment will be reviewed by the School. If your employment has been satisfactory to the School and to you, your employment will continue in accordance with the terms of this Agreement. If this is not the case your employment will cease at the end of the probationary period unless it is terminated earlier in accordance with **subclause 3.4** below.

3.4 During the probationary period, you or the School may terminate your employment by giving one week's notice or by the School paying you a sum equal to your Salary for one week in lieu of notice.

#### 4. Annual Leave and Long Service Leave

4.1 You are entitled to annual leave in accordance with the Award and applicable legislation as it applies from time to time.

4.2 You are entitled to long service leave in accordance with applicable legislation.

#### 5. Sick Leave

5.1 The School will grant you paid sick leave in accordance with the provisions of the Award.

5.2 Before granting paid or unpaid sick leave, or during any period of paid or unpaid sick leave, the School may:

(a) require you to provide to the School satisfactory evidence confirming the illness or injury and the nature of the illness or injury;

(b) require you to be examined by a medical practitioner nominated by the School in respect of the illness or injury who will provide a report to the School; or

(c) both (a) and (b).

#### 6. Other Leave

The School may grant other leave such as parental leave and special leave in accordance with the provisions of the Award and applicable legislation as it applies from time to time.

#### 7. Confidential Information

7.1 Subject to **clause 7.2**, you must keep confidential all confidential information.

7.2 You may:

(a) use Confidential Information solely for the purpose of performing your duties with the School; 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 requirement by the School 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 by the School; or

(ii) that you are required by law to disclose.

7.3 You must immediately notify the School of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

7.4 You must provide assistance reasonably requested by the School in relation to any proceedings the School may take against any person for unauthorised use, copying or disclosure of Confidential Information.

#### 8. Assignment of Intellectual Property Rights

8.1 You:

(a) assign to the School all future Intellectual Property Rights throughout the world (including copyright) in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by you (whether alone or with the School, its other employees or contractors) for use by the School;

(b) acknowledge that by virtue of this clause all such future rights will vest in the School.

8.2 You must do all things reasonably requested by the School to enable the School to assure further the rights assigned under **clause 8.1**.

#### 9. Termination

9.1 Subject to **clause 3**, your employment may be terminated at any time:

(a) by you giving to the School one week's notice in writing; or

(b) by the School giving to you one week's notice or by paying you an amount equal to your Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

9.2 During the period of notice provided for in **clause 9.1**, the School may, at its discretion, require you to either:

- (a) not attend for work; or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with the School, provided only that you have the necessary skills and competencies to perform the duties.

9.3 Your employment may be terminated by the School at any time without notice if you:

- (a) are guilty of serious misconduct, including, without limitation:
  - (i) wilful, or deliberate, behaviour by you 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 School's business;
  - (iii) in the course of your employment, engaging in theft, fraud or assault;
  - (iv) being intoxicated at work; or
  - (v) refusing to carry out a lawful and reasonable instruction; or

(b) breaching any material provision of this Agreement.

## 10. What Happens After the Termination of Employment

10.1 If your employment is terminated for any reason:

- (a) the School may set off any amounts you owe the School against any amounts the School owes you at the date of termination except for amounts the School is not entitled by law to set off;

- (b) you must return all the School's property (including property leased by the School) to the School on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles;
- (c) your obligations under **clauses 7 and 8** continue after termination except, under **clause 7**, in respect of information that is part of your general skill and knowledge; and
- (d) you must not record any Confidential Information in any form after termination.

## 11. Warranty

11.1 You warrant that in entering this Agreement and performing your duties under this Agreement, you will not be in breach of an obligation owed to, or infringe the rights of, any person.

## 12. Severability

12.1 Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

## 13. Waiver

13.1 The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

## 14. Definitions

14.1 '**Agreement**' means these Standard Terms and the accompanying letter of offer.

14.2 '**Award**' means the Health, Fitness and Indoor Sports Centres (State) Consolidated Award.

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

- (a) confidential financial information concerning the School or a Related Body Corporate of the School;

- (b) trade secrets of the School or a Related Body Corporate of the School;
- (c) confidential know-how of the School or a Related Body Corporate of the School;

of which you become aware or generate (both before and after the day this Agreement is signed) in the course of, or in connection with, your employment with the School.

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

- (a) copyright, patents, registered design, 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.

14.5 '**Related Body Corporate**' has the meaning given to it under the *Corporations Act 2001*.

14.6 '**Salary**' means the taxable salary set out in **clause 5** of the accompanying letter (as varied from time to time).

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms.

Signed \_\_\_\_\_

Date \_\_\_\_\_