

Basic employment agreement (full form)

This precedent has been co-authored for LexisNexis by **Brooke Pendlebury, Senior Legal Counsel, Work Commission, Sydney**; **Brooke Pendlebury, Senior Legal Counsel, Work Commission, Sydney**; **Brooke Pendlebury, Senior Legal Counsel, Work Commission, Sydney** and **Michael Byrnes, Special Counsel, Clayton**

This precedent is part of a LexisNexis suite of forms for permanent employees. Specialist Editor **Justine Turnbull, Partner, Seyf**

This precedent is current to **May 2017**.

Introductory note

This precedent is a basic, long form agreement for permanent, non-award employees (both full

It contains many optional clauses that may be used in different circumstances of the case. However, this precedent

Additional clauses are available separately to cover commissions based on sales, salary sacrifice benefits. The agreement also contains shorter form contract clauses. Shorter form clauses are available separately.

There is also a shorter form employment agreement (short form)".

LexisNexis Sample

[Date]

[Employee full name]

[Employee address]

Dear [Employee first name]

Offer of employment

I am delighted to make the following offer of employment to you on behalf of the Employer.

Please read through the terms and conditions of this offer and date your acceptance of them before returning a signed copy to the Employer.

1 Position

1.1 Role and duties

You will be employed as [Position title] on the [Employment date]. Your role will involve the duties and responsibilities set out in the job description. The Employer may allocate to you from time to time other duties as may be required.

1.2 Reporting

You will report to [Name/Position title of employer] or another person nominated by the Employer.

1.3 Change of role and duties

The nature of your role, duties, levels of responsibility and other terms of the term of this agreement at the discretion of the Employer.

1.4 Location

You must perform your duties at [Location], or at any other location provided that such a move is necessary for the Employer.

2 Employee obligations

During your employment, you must:

- (a) faithfully and diligently perform the duties and responsibilities that may be assigned to you, and undergo any training and experience;
- (b) act in the Employer's best interests and not for your private benefit;
- (c) [Optional: use your best endeavors to perform your duties to the best of your ability];
- (d) not, without the Employer's prior consent, engage in any other employment or business.

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Workplace Law, Sydney.

This precedent is part of a LexisNexis suite of forms
Specialist Editor **Justine Turnbull, Partner, Seyfrid**

This precedent is current to **May 2017.**

Introductory note

This precedent is a basic, short form agreement
of permanent, non-award employees (both full

It contains many optional clauses that may be
circumstances of the situation. However it does
additional clauses are available separately to
based on sales, salary sacrifice benefits, travel
agreement also contains shorter form confiden
again, longer form clauses are available separ

There is also a longer form employment agree
agreement (long form)".)

Schedule 1 provides space for a detailed descri

LexisNexis Sample

[Date]

[Employee full name]

[Employee address]

Dear [Employee first name]

Re: Offer of employment

I am delighted to make the following offer of employment on behalf of the Employer.

Please read through the terms and conditions of the offer and return to the Employer by the date your acceptance before returning a signed copy of this offer.

1 Position

1.1 Role and duties

You will be employed as [position title] on the Employer's staff. Your role will involve the duties and responsibilities set out in the job description. The Employer may allocate to you from time to time other duties of a similar nature.

1.2 Reporting

You will report to [name/position title of employer] or another person nominated by the Employer.

1.3 Change of role and duties

The nature of your role, duties, levels of responsibility and other terms of the employment may change from time to time at the discretion of the Employer.

1.4 Location

You must perform your duties at [location]. The Employer may require you to work at different locations provided that such a move is reasonable and in your best interests.

2 Commencement Date

Your employment with the Employer will commence on [date].

3 [Optional: Probationary period and terms of employment]

- (a) Your continued employment is subject to a probationary period of [number] months. During the probationary period, either party providing 1 week written notice in writing of their intention to terminate thereof.
- (b) Upon satisfactory completion of the probationary period, your employment will be on the terms and conditions set out in this offer in accordance with the provisions of this offer.

Casual employment agreement

This precedent has been co-authored for LexisNexis by **Work Commission, Sydney** and **Brooke Pendlebury, Sydney**.

This precedent is part of a LexisNexis suite of forms for casual employees. Specialist Editor **Justine Turnbull, Partner, Seyf**

This precedent is current to **May 2017**.

Introductory note

This precedent is a basic, short form agreement for casual employees.

It contains specific provisions to deal with casual employees. As reference to the relevant and applicable industrial instruments may be either retained or discarded depending on the circumstances, this document does not attempt to contain all possible clauses. For more unusual scenarios (eg, salary travel allowance), a separate agreement also contains shorter form confidential clauses, which are available separately.

Schedule 1 provides space for a detailed description of the work to be performed.

LexisNexis Sample

[Date]

[Employee full name]

[Employee address]

Dear [Employee first name]

Re: Offer of casual employment

It is with pleasure that I confirm an offer of casual employment on your behalf as an **(Employer)**.

1 Job title and position responsibilities

- (a) You have been appointed to perform [relevant duties].
- (b) Your employment will be on a casual basis and will be governed by a separate contract of employment with the Employer.
- (c) A position description detailing your responsibilities is attached and included in schedule 1. You may be required to perform other duties that the Employer assigns to you, having regard to your skills and experience.
- (d) Your classification level will be [relevant classification level] under the [relevant award] (**Award**).
- (e) You will be required to perform your duties as directed by the Employer.

2 Terms and conditions of employment

2.1 General terms and conditions

- (a) Unless more generous provisions are provided in your contract, the conditions of your employment will be governed by the [relevant award] including the National Employment Standards, the [relevant award] and any applicable legislation in force at the time of your employment.
- (b) Your employment may be terminated at any time without notice.
- (c) As a casual employee, there is no guarantee of ongoing employment.
- (d) From time to time, you may be subject to a uniform policy, including colour of apparel to be worn (including dress code). The Employer may also require you to use certain equipment.

2.2 Policy

- (a) You will need to comply with all of the Employer's policies, including those in relation to confidentiality, health and safety, drugs and alcohol consumption. How these policies apply to your employment contract.

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Contractor's agreement (short form)

This precedent has been authored for LexisNexis
Workplace Law, Sydney.

This precedent is part of a LexisNexis suite of forms
Specialist Editor **Justine Turnbull, Partner, Seyf**

This precedent is current to **May 2017.**

Introductory note

This precedent is a basic, short form agreement
(between a consultant) by a company (client, receiver of

It contains many optional clauses that may be of use in
circumstances of the situation. However it does not cover
additional clauses are available separately to deal with
insurance arrangements, post engagement res
agreement also contains shorter form confiden
clauses are available separately.

There is also a standard employment agreeme
agreement (long form)" and "Basic employmen

Schedule 1 provides space for a detailed descri

LexisNexis Sample

[Date]

[Addressee name]

[Address details]

Dear [Name]

Appointment of [**Contractor Name**] as a contractor

I confirm our agreement that [you (**Contractor**) has been appointed as an independent contractor of [Company] on the following conditions of the appointment as follows:

1. Term

The agreement will commence on [date] and will be for the term of [Term] (the **Term**).

2. Provision of services

- (a) The Contractor will provide services to the Company (the **Services**), in the manner set out in section [Services] of the Schedule.
- (b) [Optional: Unless agreed in writing by the Company, the Contractor shall not provide services to or for any particular persons identified in the Schedule.
- (c) [Optional: The Company may, upon reasonable notice, engage any particular person from performing the Services.

3. Reporting

The Contractor will address all reports and claims in accordance with the Schedule.

4. Other work permitted

- (a) The Contractor may engage in any other work or assignments that do not conflict with the Contractor's responsibilities to the Company.
- (b) [Optional: The Contractor must not, without the Company's written consent, provide any services to or for any direct or indirect competitors of the Company during the Term.]

5. Fees

- (a) The Company must pay the fees (the **Fees**) to the Contractor in accordance with the Schedule.
- (b) The Fees are exclusive of any goods and services tax (Goods and Services Tax) Act 1999 (GST) payable on the Fees. Under this agreement, the Contractor is responsible for the amount equal to the GST payable on the Fees.
- (c) The Company must pay the Fees and provide a receipt of a valid tax invoice from the Contractor's ABN, details of the Services, and identification of the particular person performing the Services.

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