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Letter of appointment of employee

Description: This is a precedent letter appointing a new employee and setting out the terms of employment.

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Letter of appointment

[Business address of employer]

[Date]

TO [insert name of successful applicant] of [insert address]

Dear [insert name of successful applicant]

[Insert name of employer] (**employer**) is pleased to offer you the position of [insert position] on the following conditions.

1. Position probationary period

Subject to satisfactory completion of [insert probationary period] and will report to the [insert name of employer] from time to time.

2. Probationary period and term of employment

You will be initially employed on a probationary period of [insert probationary period]. If during this period your employment may be terminated without payment in lieu thereof.

3. Duties

Your duties will include: [list the duties]

Your position may be changed at the discretion of the employer. You may be required to perform other duties as are assigned to you. In the event of a position change, the terms and conditions of your employment, unless otherwise agreed, shall apply to the new position.

4. Hours of work

You will be expected to work during [insert hours of work] and [insert lunch break]. You will be expected to perform your duties without payment of overtime and on public holidays unless otherwise directed by the employer.

5. Remuneration

You will be entitled to payment of a salary of [insert salary] per [insert time period] paid [insert appropriate time period] in arrears.

The employer hopes to provide you with a progressive career. Your remuneration is in excess of all similar instrument that may apply to you under any award, agreement or similar instrument applicable to you.

- (a) it applies as a matter of law and
- (b) your remuneration and, if applicable, any other benefits and can be used to set-off, all similar entitlements including penalties.

The employer will, in addition to the obligations of the employer, comply with the employer's obligations under any award, agreement or similar instrument applicable to you and any regulations made pursuant thereto.

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6. Annual leave and long service leave

You will be entitled to annual and long service leave.

7. Personal/carer's and compassionate leave

- (a) You will be entitled to 10 days' personal/carer's leave if:
 - (i) you cannot attend work due to illness or injury;
 - (ii) you have a need to care or support a family member in your household due to their illness or injury.
- (b) Untaken paid personal/carer's leave will be paid out on termination.
- (c) In addition, you will be granted 2 days' personal/carer's leave and you will be entitled to 2 days' personal/carer's leave under this clause 7(c) arise if you are caring for an immediate family member or you are caring for a person with an illness or unexpected emergency.
- (d) You are entitled to 2 days' personal/carer's leave if you have a serious life-threatening illness or injury in your household. Untaken compassionate leave will not be paid out if your employer is not required to provide it.
- (e) You may be required to provide a medical certificate to do so, a statutory declaration or other evidence of compassionate leave.
- (f) You must give the employer notice of your leave as practicable. You must also provide a medical certificate or other evidence of compassionate leave.

8. Community service leave

You may be entitled to community service leave under the Act (Cth).

9. Company policies

The employer's policies, as they exist at the time of your employment, do not form part of your contract of employment.

10. Intellectual property

Any intellectual property created or developed by you in the course of your employment will belong to and be owned by the employer and its subsidiary companies as may be notified to you in writing.

11. Confidentiality

You agree that you will not at any time after the termination of employment disclose or use for your own or any other person's benefit any confidential information or secrets (including trade secrets) which you have acquired in the course of your employment without the previous consent in writing of the employer. This obligation will not be limited by any common law duty of confidentiality which you may acquire in the course of your employment.

12. Non-competition during employment

You agree that you will not, during the term of your employment or in any capacity whatsoever, carry on, advise, assist, promote, or be interested in or associated with any business or activity which is carried on by the employer or its subsidiary companies.

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13. Non-competition after conclusion

You agree that you will not, without
[insert a reasonable period of time]
within [insert a reasonable geographical

- (a) undertake, carry on, be employed in any business or activity that is the same as or similar to the business or activity in which you worked during the employment ending;
- (b) solicit, canvass, approach or attempt to approach any person who was at any time during the employment a customer of, a supplier or contractor of the employer;
- (c) solicit, interfere with or endeavour to induce any person who was at any time during the employment a contractor or consultant of the employer to terminate or cease his or her services to the employer.

14. Termination of employment

- (a) Subject to subparagraph (b) the employer may terminate the employment by giving the employee [insert number] weeks/months written notice in lieu of notice.
- (b) During the probationary period the employer may terminate the employment by giving the employee one week's written notice of termination.
- (c) The employer may terminate the employment immediately and without payment of notice or compensation in lieu of notice if the employee:
 - (i) has committed any act of dishonesty;
 - (ii) is in breach of any of the terms of the employment;
 - (iii) is continually or significantly inefficient or incapable of performing his or her duties.

.....
[Signature of Employer]

Date: _____

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