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Your Reference: Contract of Employment  
Enquiries: Adj Professor, Dr Brett Davies  
Direct Telephone: 1800 141 612  
Email: [brett@legalconsolidated.com](mailto:brett@legalconsolidated.com)

Tuesday, 16 February 2021

Charles Plumbing Services Pty Ltd ACN 937 433 429  
10 A'Beckett Avenue  
Ashfield NSW 2131  
Australia  
Trustee for the Jones Family Trust

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telephone us, we can help you complete  
the questions.

*Adj Professor, Dr Brett Davies – Partner*

Dear Employer,

## Employment Contract for Jeremy Sean Williams

Thank you for instructing us to prepare the attached Contract of Employment.

### How to print your document

When you are satisfied that the document is according to your instructions please:

1. Download the PDF (Don't print directly from the browser.)
2. Print the PDF Printer settings: A4 paper  
100% scale (turn off 'fit to page')
3. Print single sided (NOT duplex).
4. Once signed keep this covering letter with the document  
(However, do not staple the covering letter to the document.)

### Why does not the Employment Contract mention the relevant Award?

Awards change. A person can go onto another Award. While your Employee may be under a certain Award at a certain level – this can change. We do not refer to any Award or any Levels. This Employment Contract is subservient to mandatory employment laws. This ensures that your Employment Contract is never out of date.

### How does the Probation Period work?

Under many State and Federal jurisdictions, irrespective of the Probation period you set in the Employment Contract, you can still sack a person within 6 months from the date they began employment with you. This is without threat of an unfair dismissal. It is often a 12-month period for employers with a small number of staff (often less than 15). Your Employment Contract does not remove those extra rights the law gives you.

### **Can I add additional duties?**

From time to time, you and your Employee will want to amend the Employment Contract. You can do this. In the agreement, there is a clause that says you can amend the Employment Contract by exchange of emails. If you wish to add further duties, or any other changes then you can do this by an exchange of emails.

### **What is 'garden leave'?**

Garden leave is a colloquial term for an Employer insisting that an Employee, who is leaving, stay away from work for the duration of the notice period, whilst continuing to pay the employee's remuneration' – Justice Habersberger, Victorian Supreme Court.

We have put a 'garden leave clause' in your Employment Contract. They are a valuable tool in the Employer's toolkit when it comes to dismissing an Employee with a lot of corporate knowledge.

The clause allows you to remove duties from an Employee and exclude them from the workplace while they are serving out their notice period. This is irrespective of which party gives notice to the other. Often this is referred to as 'garden leave' as the Employee is required to stay at home, in the garden if they wish.

Legal Consolidated's garden leave clause prevents your Employee from having contact with colleagues or customers. This is while expressly preserving the Employee's obligations of confidentiality and fidelity to the Employer. It is an excellent business protection tool.

It is not a suspension. There is no need for any wrongdoing for an Employer to place an individual on garden leave during the notice provision.

The clause is drafted so that it is at the Employer's discretion whether to trigger the garden leave. An Employer is not required to put the Employee on garden leave. An Employer has the widest discretion to put the Employee on garden leave for some, all or none of their notice period.

### **Why is the garden leave useful?**

The clause protects the Employee while the Employer maintains control over the Employee and their behaviour and actions:

1. while on garden leave the Employee remains subject to the express terms of their employment contract
2. the exclusive service clause, that Legal Consolidated puts in all Employment Contracts, prevents the Employee starting employment with another organisation during the notice period
3. the contractual obligation of acting in the Employer's best interest continues benefits include that:
  - (a) while the Employee is out of the business, they remain under the Employer's direction; therefore, the Employer can still require the Employee to assist with unexpected events within their knowledge; and
  - (b) the Employee can't access up-to-date data such as prices, strategy, and customer and staff contacts - the Employee goes stale and the soliciting risk is reduced when the employment finally ends.

However, the Employee cannot be forced to lose professional standing. While the Employee loses contact with clients, staff and the Employer's systems, the loss of professional standing is not possible. For example:

- In *Curro v Beyond Productions*, the Court said that Ms Curro, a television presenter, was entitled to be given 'work of an appropriate quality to keep her name and talents before the public with reasonable frequency' and that 'the production company had no contractual right to sterilise Miss Curro's services and keep her away from the viewing public'; and
- In *Mann v Capital Territory Health Commission*, the Court stated that the surgeon 'needed an adequate amount of work to maintain his skills and his standing among professional colleagues'.

#### **Information Statement**

Be aware that under certain laws, such as Fair Work, you may be required to provide the Employee with further documentation. An example of this is the Fair Work Information Statement – available at <http://www.fairwork.gov.au>.

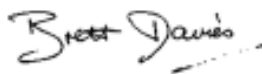
#### **Stay up to date on changes to the law**

This Employment Contract is drafted so that it is always subservient to the relevant law. It is your obligation to continually check changes and other requirements that you need to attend to as required by law. For example, awards and pay scales may change.

If you have any questions, please contact me. Please note we are not able to speak to Jeremy Sean Williams. We only act for the Employer.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,



Adj Professor, Dr Brett Davies, CTA, AIAMA, BJuris, LLB, LLM, MBA, SJD  
National Taxation Partner  
LEGAL CONSOLIDATED BARRISTERS & SOLICITORS



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*Depending how you answer the questions the document and our letter may be different.*

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*Dr Brett Davies - Partner  
Legal Consolidated Barristers & Solicitors*

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**Employment Contract between**

**Jeremy Sean Williams  
(‘Employee’)**

and

**Charles Plumbing Services Pty Ltd**

**ACN 937 433 429**

**(‘Employer’)**

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This Employment Contract (Contract) is  
between

Charles Plumbing Services Pty Ltd ACN 937 433 429  
of 10 A'Beckett Avenue, Ashfield NSW 2131, Australia  
as Trustee for the Jones Family Trust  
(Employer or us or we)

and

Jeremy Sean Williams  
of 44 Orpington Street, Ashfield NSW 2131, Australia  
(Employee or you)

It is agreed:

## 1 Background

- 1.1 The Employer seeks to employ you upon the terms set out in the Contract.
- 1.2 The Employer and Employee are entering into a contract that carries with it legal obligations on both sides. These obligations are promises that are enforceable at law. If you fail to perform the obligations under this Contract then you may be sued by us or our insurers for any damages arising from your breach.
- 1.3 You, as the Employee, are advised to read this Contract fully and seek your own independent legal advice if there is anything that you don't understand or disagree with. You should do so BEFORE you sign this Contract.

## 2 Contract is subservient to Mandatory Laws

This Contract is subservient to any mandatory legislation, including rules, awards, modern awards, enterprise agreements, and minimum conditions of employment that apply to your employment. This Contract is read down so as to comply with any mandatory requirements.

## 3 Employment

The Employer employs the Employee and initially appoints the Employee to the position of Plumber (Employment Position). The Employee accepts the appointment to the Employment Position.

## 4 Type of Employment

The Contract is for Full-time employment and the Employee is engaged as a Full-time Employee. The hours of work are advised by the Employer from time to time.

## 5 Duration

The employment starts on the date 01 March 2021 (Start Date). The employment appointment terminates according to the provisions of the Contract.

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We can help you answer the questions.

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1. Retain legal professional privilege
2. Receive legal advice
3. Get a signed letter on our law firm's letterhead with the legal document
4. We take responsibility for the legal document

## 6 Probationary Employment

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The probationary employment period is 90 days from the Start Date (**Probationary Period**). During the Probationary Period, either the Employer or Employee may terminate the employment at any time without giving any reason on 2 days notice, unless a longer period is required by law. The continuation of employment is mutually confirmed at the end of the Probationary Period. The Employer's confirmation is conditional upon achieving a consistent level of performance to the satisfaction of the Employer. The Employer may extend the probationary period where the Employer deems that such an extension is necessary.

If you are employed as a casual, at any time, then the Probationary Period is shortened to zero days or the shortest period of time permitted under the law.

Where the Employer has additional rights of termination then these rights are preserved and are in addition to any probation and Probationary Period.

## 7 Medical Examination

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On the basis that the Employee has made full disclosure of all relevant information, a medical examination is required.

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*Adj Professor, Dr Brett Davies - Partner*

## 8 Responsibilities

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The Employee has the responsibilities, as directed by the Employer from time to time, for:

- 8.1 completing work as directed by the Employer
- 8.2 administration as directed by the Employer

## 9 Duties

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The Employee's duties, are as advised by the Employer from time to time:

- 9.1 acting in the Employer's best interests at all times
- 9.2 implement Employer business plans
- 9.3 carrying out such lawful directions as given by the Employer
- 9.4 carrying out duties set out in the Duty Statement (if any)
- 9.5 reporting to and being accountable to persons nominated from time to time by the Employer
- 9.6 ensuring that target budgets are achieved
- 9.7 providing effective administration
- 9.8 supporting management and staff
- 9.9 providing leadership to employees
- 9.10 expanding and developing the business

*Your Employment Contract already has the standard duties that every Employee should be subject to.*

## 10 Accountability, Tickets and Licences

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The Employee reports to and is accountable to persons nominated, from time to time, by the Employer.

If, from time to time, you are required to be licensed, registered, hold a practice certificate or have insurance specific to you or your trade or profession before you can undertake certain work, then you will not undertake any such work, or hold out to be available for such work, while working with us until you obtain such licence, registration, practice certificate or insurance.

## 11 Conduct

In performing such duties the Employee:

- 11.1 serves the Employer faithfully and diligently and exercises all due care
- 11.2 acts in the Employer's best interest
- 11.3 refrains from acting or giving the appearance of acting contrary to the Employer's best interest
- 11.4 uses the Employee's best endeavours to protect and promote the Employer's good name, brand and reputation
- 11.5 at all times maintain reasonable ethical, professional and technical standards
- 11.6 performs such duties to the best of the Employee's ability
- 11.7 will not engage in any other employment (whether paid or otherwise, as a volunteer, as a director of a company or any work deemed to be "odd jobs") without first obtaining the Employer's prior written authority
- 11.8 will not compete with the Employer
- 11.9 will not, in performing the Duties, accept any financial or other benefit except from the Employer and declare such offers to the Employer
- 11.10 will not engage in conduct that causes damage or potential damage to the Employer's property, brand or reputation
- 11.11 will not use the Internet, email or voicemail at the Employer's workplace for excessive personal use or to view or distribute offensive, immoral or illegal material
- 11.12 will not unlawfully discriminate or sexually harass another person
- 11.13 on the Employee's computer workstation (if any) or any other computer connected to the Employer's network (if any), the Employee agrees NOT to, without the explicit permission of the Employer:
  - 11.13.1 install any program or application
  - 11.13.2 run any scripts or web applications
  - 11.13.3 modify any of the Employer's systems or existing network infrastructure
  - 11.13.4 access any email accounts (including web mail) unless such email accounts are approved by the Employer
  - 11.13.5 open suspect emails or open suspect attachments in any emails
  - 11.13.6 connect any foreign or external computers or remote systems to the Employer's network
  - 11.13.7 access the Employer's facilities locally or remotely outside business hours
  - 11.13.8 access any websites or emails with pornography, violence, computer hacking, or any unlawful activity or any activity that reduces the repute of the Employer or the Employee

*There may however be special duties. Duties that are unusual, perhaps. This is to make sure that the Employee knows that these duties are part of the job they are being employed to do.*

- 11.14 gives consent, to the maximum extent permitted by law, to allow the Employer to read, view and store, on an ongoing basis, all emails sent or received by the Employee including personal emails and emails from web based or mobile phone suppliers
- 11.15 indemnify and hold the Employer harmless if the Employee causes or contributes to any harm or any negative impact on the Employer of any nature including economic loss, economic loss or reputation loss (or for any damages for which the Employer would be liable) by acting outside the lawful directions of the Employer, outside the scope of this Contract
- 11.16 complies with any training manuals, induction procedures, quality assurance standards, standards, staff handbook, policies, directions and protocols provided by the Employer from time to time.

*This Employment Contract is designed to always be subservient to mandatory employment laws. This stops your employment agreement from going out of date.*

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## 12 Terminating without notice

This contract may be terminated without notice by the Employer if:

- 12.1 the Employee commits a serious breach of any of the provisions of this Contract
- 12.2 the Employee commits any act that amounts to a repudiation of this Contract
- 12.3 the Employee engages in serious and wilful misconduct
- 12.4 it is so permitted under the law

## 13 Terminating with notice

At any time either party may terminate this Contract by giving the required amount of written notice to the other party which is 30 days (**Notice Period**). The Notice Period is not reduced under any circumstances. The Employee is not entitled to Annual Leave during the Notice Period. All Annual Leave is cancelled during the Notice Period. Unless the Employer advises otherwise, Annual Leave will not be granted during the Notice Period.

Where the Notice Period changes with your length of Employment or the Notice Period is required to be different under any mandatory law then the Notice Period is deemed to be that mandatory Notice Period.

## 14 Pay in lieu of notice

The Employer is entitled to pay the Employee in lieu of the Notice Period or any part of that period. During this period of time that you are paid while not working with the Employer you are not entitled to work with any other person or on your own behalf. If we terminate your employment without notice because of your conduct then we may summarily terminate your employment without any payment in lieu of notice.

During the Notice Period, the Employer is under no obligation to assign any responsibilities or duties to the Employee, in that the Employer is entitled to exclude the Employee from the Employer's premises, and require the Employee to not contact any customers, suppliers or employees (**Garden leave**). Garden leave does not affect the Employee's entitlement to receive normal salary and contractual benefits

*From time to time, you and your Employee will want to amend the Employment Contract. You can do this. In the agreement, there is a clause that says you can amend the employment contract by exchange of emails*



During any Garden leave the Employee continues to be bound by the provisions of this Contract and at all times conducts with good faith towards the Employer. To put the matter beyond doubt the Employee is not required to provide Garden leave. Garden leave is purely at the option of the Employer.

This clause is not applicable during any time when the Employee is employed as a casual.

## 15 Confidentiality for information acquired during employment

Except as authorised by the Employer or required by the Employee's duties for the benefit of the Employer, the Employee must not directly or indirectly reveal to any third party, before, during or after the employment:

- 15.1 any trade secret, confidential dealing, operation or process
- 15.2 any information (electronic, hard copy or otherwise) concerning the organisation's business, finances, transactions or affairs of the:
  - 15.2.1 Employer or any related corporation or associate of the Employer
  - 15.2.2 Suppliers and clients of the Employer including employees and associates of such suppliers and clients (both parties further agree that although the identities, businesses and products of such suppliers and clients are widely known more specific information such as the officer in the organisation who deals with the Employer is not publicly known) and such parties also agree that the very knowledge that a certain person is a supplier or client of the Employer is secret, private and highly confidential)
  - 15.2.3 Suppliers and clients of any related corporation or associate of the Employer that may come into the Employee's knowledge or contact during the period of employment.

*The Employment Contract primarily protects the Employer. Whereas the laws primarily protect the Employee. Where there is a conflict with the mandatory laws, then the laws prevail over the Employment Contract.*

The Employee keeps with complete secrecy all confidential information and must not use or attempt to use any such information in any manner (electronic or otherwise) that directly or indirectly causes injury to the Employer or its business or which may be likely to do so this is before, during or after the employment.

Including documents which the Employee helped prepare or even solely prepared, the Employee must not remove physically or electronically copies of pro-forma documents or precedents before, during or after the employment.

All parties agree that for any breach of confidentiality, damages alone are an inadequate remedy. All parties consent to the Employer obtaining injunctions and specific performance.

## 16 Confidentiality following termination of employment

Irrespective of how your employment ended, you will not, while in the employment of the Employer and for the period after employment described below:

- 16.1 for yourself and for another person that you are directing (such as a family member or company under your control):
- 16.1.1 solicit, canvass, induce or encourage any person or entity who is an employee or agent of the Employer to leave the employment of the Employer
  - 16.1.2 solicit, canvass or approach any person or entity who was during the term of your employment a client, customer or patron of the Employer, with a view to establishing a relationship with or obtaining the custom of that person or entity in a business which carries on the business of a similar or related nature to the Employer
  - 16.1.3 interfere or seek to interfere, directly or indirectly, with the relationship between the Employer and its clients, employees and suppliers in the conduct of the Employer's business

(collectively, the restrictions on activity).

16.2 within:

- 16.2.1 world wide (but if a court holds that too wide then)
- 16.2.2 Australia wide (but if a court holds that too wide then)
- 16.2.3 1,000 kilometres (but if a court holds that too wide then)
- 16.2.4 100 kilometres (but if a court holds that too wide then)
- 16.2.5 30 kilometres (but if a court holds that too wide then)
- 16.2.6 10 kilometres (and if the court also holds that too wide then)
- 16.2.7 of the Employer's address as given in this Contract and all places of work;

(collectively, the restrictions by area)

16.3 for a period when your employment starts until:

- 16.3.1 24 months (but if the court holds this to be too long then)
- 16.3.2 12 months (and if the court also holds that too long then)
- 16.3.3 9 months (and if the court also holds that too long then)
- 16.3.4 6 months (and if the court also holds that too long then)
- 16.3.5 3 months
- 16.3.6 after your employment ends

(collectively, the time period restrictions)

The parties agree that the above are to be read as a number of independent sub-clauses. If any such separate sub-clause is unenforceable it does not affect the enforceability of the other sub-clauses.

## 17 Inventions, records and documents

All creations, intellectual property, patents, copyright, inventions, records, documents (electronic, in the cloud or otherwise) and other papers (and any copies or extracts) made or acquired by the Employee in the course of employment are the property of the Employer. These items are delivered up to the Employer when the contract is ended.

*Our non-competition clause allows for the following:*

1. Prevent the Employee from unfairly competing with you after termination.
2. Protect trade secrets, customer and client details, suppliers and your systems.

The Employee delivers up all private and other diaries and address books to the Employer at any time as requested by the Employer and immediately upon the giving by either party of the notice to terminate, that contain client information, or any other information relating to the Employer. This includes all computers, computers, electronic devices, tablets, smart telephones, login usernames and passwords to any cloud services, electronic data such as electronic diaries, address books and databases of all descriptions.

Where the Employee owns the laptop, diary, mobile telephone or all other devices holding information, it is sufficient discharge of the obligation if the Employee is in writing that all such information and confidential information has been destroyed from these devices. However, where the information is not in the control of the Employer in that particular mode (for example the information is held electronically by the Employee but in a manual system by the Employer) the Employee gives to the Employer the information in that particular mode to be used by the Employer.

Nothing, however, is intended to stop the Employee from using the knowledge and experiences acquired in the service of the Employer.

All parties agree that for any breach of confidentiality, damages are an inadequate remedy. All parties consent to the Employer obtaining specific performance.

## 18 Confidentiality

Before, during or after the employment the identity of the Employer's clients, patrons, employees, independent contractors, labour hire arrangements and users of the Employer's services and products and the Employer's proprietary information may not be disclosed to any person unless that disclosure is authorised by the Employer or required by legislation or a court of law.

The Employee stands in a position of confidence and trust. The Employee must not provide any information about the Employer's business, staff, its customers, clients or suppliers to any person or competitor before, during or after the employment.

## 19 Remuneration and Superannuation Package

### 19.1 Salary Component

The Employee is paid an annual salary of \$55000 per annum inclusive of the required minimum rate of Superannuation set by the Superannuation Guarantee Scheme (**Salary**).

The salary component of the remuneration package (other than any Superannuation) is paid at the Employer's discretion directly by cheque to the Employee or into the Employee's bank account. The salary is paid at the salary payment intervals of monthly arrears. The payment is subject to PAYG payment at source which is sent to the Australian Taxation Office.

Salaries are private and confidential and we suggest that they not be discussed with other people.

3. Stop the Employee from stealing your employees.
4. Force the Employee to leave on the spot and not work during garden leave.

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The Employee is at liberty to direct, before the Employee earns any portion of the Salary, to have either some or all of that Salary contributed into Superannuation, in excess of any compulsory Superannuation payable.

Where, at any time, there is a mandatory requirement to pay a higher figure than the Salary then the Salary is increased accordingly.

## 19.2 Set Off

The Employee's remuneration fully compensates the Employee for any benefits or entitlements under any applicable industrial instrument or any law and the Employee is not entitled to receive any additional payment for such benefits or entitlements, unless the law provides otherwise. This includes without limitation any overtime payments, penalty rates, allowance and loadings to which the Employee is entitled under an industrial instrument or law. The Employee's remuneration also extends to any newly introduced payments or benefits to which the Employee may become legally entitled.

## 19.3 Any Benefits or Pay increases

If there are any non-salary benefits or bonuses (**Benefits**) then irrespective of the payment dates they are not due and owing until both the Employer and Employee agree to this Contract. Unless directed otherwise by the Employee, any Benefit, if in such a case, is paid into the Employee's Superannuation. The Benefits are inclusive of Superannuation.

If there are any pay increases, then you agree to sign an updated employment contract if we so desire.

## 19.4 Superannuation

If required by law, the Employer makes Superannuation contribution payments on behalf of the Employee into a Superannuation fund nominated by the Employee from time to time. The amount of these Superannuation contribution payments are the required minimum rate set by the Superannuation Guarantee Scheme, from time to time.

Until the Employee nominates a Superannuation fund in writing, the Employer pays the Superannuation contribution payments into a fund of the Employer's choice.

Any Superannuation fund nominated by the Employee must be a complying fund according to the law. The onus of proving that the fund is complying is solely on the Employee.

The Employer makes the Superannuation contribution at the latest date allowed by law. This may be after the end of the financial year. During this time (especially if the Employee is a new employee) the Employee will need to make sure (if desired by the Employee) that adequate life and other insurances are in place. Once the first Superannuation contribution is made, the Superannuation fund may allow, at the Employee's request, part of the contribution to be towards the payment of insurance premiums.

## 19.5 Employee pays for any unused Insurances & Memberships

If the Employer pays any things such as seminar fees, conference fees, training sessions, courses, functions, car licences, car parking fees and licences, leases, telephone fees

*What about an Employee Share Scheme? Any option agreement or Employee Share Scheme that you set up will automatically become part of the Employment Contract, if that is what you want to do.*

and rentals, mobile fees and rentals, insurances, professional insurances, professional indemnity insurances, compulsory insurances as required by the Employer to have on the Employee, licences, certificates of practice, union fees, society fees, institute fees, professional association fees, professional memberships and other memberships then if the Employee ceases employment, for any reason (including terminating without notice and terminating with notice), the balance of the term are to be repaid pro rata by the Employee to the Employer.

The Employee pays such moneys out of any moneys (after tax) owing by the Employer to the Employee or as demanded by the Employer from the Employee - at the Employer's discretion.

Provided it does not break the law or any rules, or, in the view of the Employer, disadvantages the Employer, if the Employee wishes to apply to the insurance company or any relevant organisation for a rebate of the unused portion or balance of the term then the Employee may do so. The Employer will so assist by signing any completed forms necessary, as provided by the Employee. If there is any rebate that subsequently comes into the Employer's hands from the insurance company or any relevant organisation then such rebate is delivered to the Employee. However, whether you can gain a benefit from the unused portion is not relevant to us recovering the cost from you.

## 20 Location of Work

The Employee carries out their employment at such locations as directed by the Employer from time to time. The Employee acknowledges and consents to the Employer changing the location of work on a temporary or permanent basis.

## 21 Annual Leave

If required at law, Annual Leave accrues pro rata at the rate of a week each 3 months to a total of 4 weeks per year calculated on a full time employment basis.

Leave loading, unless mandatory, is incorporated into the Employee's annual Salary. No additional loading is paid when Annual Leave is taken. Annual Leave is taken by the Employer. The Employee is, however, entitled to request Annual Leave

The Employee gives the Employer a minimum of 2 weeks written notice of the Employee's desire to seek Annual Leave. Leave may or may not be granted at the Employer's discretion. The Employer is not responsible for any loss arising from leave not being approved by the Employer and the Employee suffering penalties for cancellation of flight reservations and bookings and the like.

Leave must be taken in each 12-month period and not later than 15 months from the beginning of each 12-month period.

Unless the law provides otherwise, accrued leave is not reimbursed in money by you ceasing to be an employee.

You receive no annual leave while employed as a casual employee unless a mandatory law otherwise requires.

You can vary the Employment Contract at any time, either by an exchange of emails with the Employee or by written agreement. Our Employment Contract has maximum flexibility.

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## 22 Long Service Leave

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The Employee is only entitled to Long Service Leave according to the jurisdiction as stated by the Employer from time to time and failing such statement according to the provisions of the applicable legislation in which you are primarily working.

## 23 Sick Leave

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The Employee is only entitled to sick leave according to the minimum amounts required by the relevant legislation. The Employee is not entitled to payment for unused sick leave upon the Contract terminating.

Where you take more than your accrued allowance of sick leave the leave is treated as unpaid leave.

This sick leave entitlement accrues pro rata on a weekly basis.

Subject to any applicable legislation, your entitlement to sick leave is calculated from the year in which the entitlement arose to the next year. The entitlement is reviewed each anniversary of your employment with us.

A doctor's certificate is required if you are away sick:

- 23.1 for 2 consecutive days or longer; or
- 23.2 for any time taken as sick leave when more than 5 days have been taken as sick leave in any one year.

You are not entitled to payment for unused sick leave or bereavement leave upon Contract terminating or otherwise.

Sick leave includes parental leave as defined by the relevant legislation.

You are not entitled to sick leave while you are employed as a casual unless any mandatory law otherwise requires.

### 23.3 Unpaid Leave

You may apply for unpaid leave. The Employer may in its absolute discretion grant such leave on an unpaid basis.

During any period of unpaid leave, your entitlements such as long service leave, sick leave and annual leave do not accrue.

### 23.4 Public Holidays

You are not entitled to be paid for public holidays except in accordance with the minimum requirements of the applicable legislation.

## 24 Protection from the Sun

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Subject to a contrary medical direction, the Employee is required (at the Employee's own cost, unless the law provides otherwise) while outside to wear proper protection from the sun, including sunscreen lotion, sunhat and sunglasses.

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4. We take responsibility for the legal document

## 25 Miscellaneous

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### 25.1 Varying this Employment Contract

The Contract is varied only in writing. This Contract may be varied by an exchange of emails.

### 25.2 Notices

Any notices given for any purpose under this Contract are duly served on the Employer or Employee if delivered or posted to the respective address or email address.

### 25.3 Counterparts – signing this Contract in different places

This Contract may be signed in any number of counterparts (whether an original or a copy transmitted by email), all of which taken together constitute one and the same document.

### 25.4 Further Acts

The parties promptly do and perform all further acts and documents required by law or reasonably requested by effect the intent and purpose of this Contract.

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*Adj Professor, Dr Brett Davies - Partner*

### 25.5 Severability

Any provision of this Contract which is or becomes illegal, void or unenforceable in any respect is ineffective only to the extent of that illegality, voidability or unenforceability, and shall not affect the continued operation of the remaining provisions of this Contract.

### 25.6 Governing Law

Unless the Employer advises otherwise, this Contract is governed by and construed according to the laws in which the Employer resides as evidenced by the Employer's address in this Contract.

### 25.7 Waiver

- 25.7.1 No waiver or indulgence by any party to this Contract is binding on the parties unless it is in writing.
- 25.7.2 No waiver of a breach of any term or condition of this Contract operates as a waiver of another breach or any other term or condition of this Contract.

### 25.8 Currency

Any monetary amount referred to in this Contract is in the currency of Australian dollars, unless stated otherwise.

### 25.9 Entire Agreement

This Contract is the entire agreement for employment between the Employee and Employer.

SIGNED on the ..... day of ..... 20 .....

After having read this contract in full and been advised to seek independent legal advice (which I may or may not have done) signed by:

Jeremy Sean Williams  
of 44 Orpington Street, Ashfield NSW  
2131, Australia  
in front of:



Witness Signature



Witness Full Name (print clearly)



Witness Address

Signed by an authorised officer of

Charles Plumbing Services Pty Ltd ACN  
937 433 429  
of 10 A'Beckett Avenue, Ashfield NSW  
2131, Australia  
as Trustee for the Jones Family Trust



You can build this document here:

<https://www.legalconsolidated.com.au/contract-of-employment-page/>