



**Islamic Society of Darwin**  
53 Vanderlin Drive, Wanguri NT 0810, Australia

# Employment Agreement – Fixed Term

Islamic Society of Darwin Inc  
**(Employer)**

Insert Name  
**(Employee)**

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This Agreement is made on

2017

**Parties**                    **Islamic Society of Darwin Inc** of 53 Vanderlin Drive, Wanguri in the Northern Territory of Australia (**Employer**)

**Insert Name** of 53 Vanderlin Drive, Wanguri in the Northern Territory of Australia (**Employee**)

## Recitals

- A.            This Agreement contains the terms and conditions under which the Employee is employed by the Employer.
- B.            The Employee has freely accepted the terms and conditions offered by the Employer.

## Agreed terms

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### 1.            **Definitions and Interpretation**

#### 1.1            **Definitions**

In this Agreement, unless inconsistent with the context or subject matter, the following terms shall have the following meanings:

**Act** means the *Fair Work Act 2009 (Cth)*.

**Agreement** means this employment agreement and includes the schedule to this Agreement.

**Benefits** means the benefits specified in clause 5.4 of this Agreement.

**Commencement Date** means the date specified in Item 3.

**Completion Date** means the date specified in Item 3.

**Confidential Information** means any confidential information relating to the business of the Employer or any entity related to the Employer that comes to the knowledge of the Employee but does not include information in the public domain.

**Controller** means the person or position described in Item 7.

**Duties** means the duties, responsibilities and functions of the Position of the Employee specified in Item 5 and any duties assigned to the Employee by the Controller from time to time.

**Item** means an item in the Schedule to this Agreement.

**KPIs** means the key performance indicators nominated for the Position by the Controller from time to time including those set out in Annexure A.

**Location** means the location specified in Item 4.

**National Employment Standards** means the key minimum entitlements for all employees, guaranteed by the *Fair Work Act 2009 (Cth)*. The minimum entitlements provided by the National Employment standards cannot be displaced by this Agreement.

**Ordinary Hours of Work** means the hours of work specified in clause 3.1 of Agreement.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Position** means the position specified in Item 2.

**Total Remuneration** means the remuneration specified in Item 6 to this Agreement.

**Superannuation** means the superannuation specified in Item 6 to this Agreement.

**Works** means a work as defined in Part IX of the *Copyright Act 1968*.

## 1.2 Interpretation

In this Agreement except where the context otherwise requires:

- (a) words denoting the singular number include the plural and vice versa, and words denoting any gender include all genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) the expression "person" includes an individual, the estate of an individual, a body corporate, a corporation and a statutory or other authority or association (incorporated or unincorporated) and where a person is referred to as the trustee of any trust or settlement the reference is to that person in that capacity;
- (d) a reference to a clause, recital, sub-clause, paragraph or schedule or annexure is a reference to a clause, recital, sub-clause, paragraph or schedule or annexure in or to this Agreement;
- (e) a reference to this Agreement, or any other agreement, or instrument will be deemed to include references to this Agreement, other agreement, or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to a document or agreement, includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (g) a reference to \$ or **dollars** is to Australian currency;
- (h) a reference to time is to the Northern Territory, Australia time;
- (i) a reference to any party includes that party's executors, administrators, successors, substitutes and permitted assigns, including any person taking by way of novation;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, variations, extensions or replacements of any of them;

- (k) a word or expression defined in this Act has the meaning given to it in the Act;
- (l) including and similar expressions, and the giving of examples, do not limit what else may be included; and
- (m) if a day for payment is not a Business Day, the payment is due on the next Business Day.

### **1.3 Headings**

In this Agreement, headings are for ease of reference only and do not affect interpretation.

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## **2. Appointment and position**

### **2.1 Employment**

Subject to early termination in accordance with clause 16, the Employer will employ the Employee in the Position during the period commencing on the Commencement Date and expiring on the Completion Date, in accordance with the terms of this Agreement.

### **2.2 Place of work**

The Employee will attend and perform the duties specified in clause 4.1 at the Employer's premises referred to in Item 4 of the Schedule or such other premises or locations that the performance of the duties requires.

### **2.3 Probation**

- (a) The Employee is employed on probation for a period of 3 months (**Probation Period**).
- (b) During the Probation Period either party may terminate the Employee's employment by providing one weeks notice in writing, or by the Employer providing payment in lieu of such notice.

### **2.4 Enterprise Agreement and Award do not apply**

The Employee acknowledges that the Employee is employed by the Employer under the conditions set out in this Agreement. To the extent permitted by law the parties agree that it is intended that the conditions in this Agreement fully replace the conditions of employment specified in any relevant enterprise agreement or award.

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## **3. Hours of work**

### **3.1 Ordinary Hours**

- (a) The Employee's Ordinary Hours of Work will be 38 hours per week (averaged over 3 months) between 10 am and 9 pm Monday to Sunday in each week or as notified in advance by the Employer.
- (b) The Employee acknowledges that given the unique nature of the position, the Ordinary Hours of Work are broken up and as at the date of this Agreement are the hours set out in the weekly time allocation annexed in Annexure A.

- (c) From time to time the Employer may reasonably vary the Ordinary Hours of Work (including without limitation the weekly time allocation).

### **3.2 Reasonable additional Hours of Work**

Given the nature of the position, the Employee agrees to work reasonable additional hours as are required to perform the Duties.

### **3.3 Acknowledgement of Compensation for reasonable additional hours**

The Total Remuneration is the entire remuneration for the hours to be worked in clauses 3.1 and 3.2.

### **3.4 Lunch break**

The Employee shall be entitled to take an unpaid meal break of 1 hour after working at least five (5) hours on any one day.

### **3.5 Public Holidays**

Where a public holiday falls on a day during the Employee's then ordinary hours of work, the Employee will be entitled to paid leave on such public holidays but may occasionally be requested to work on such days. Where the Employee is requested to work on a public holiday, the Employer will provide the Employee with time off in lieu.

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## **4. Employee's duties**

### **4.1 Duties**

- (a) The Employee must:
  - (i) perform to the best of the Employee's abilities and knowledge the duties assigned to the Employee by the Controller from time to time. The duties initially assigned to the Employee include those listed in Item 5;
  - (ii) devote the Employee's whole time and attention to the Duties during the Hours of Work and such reasonable additional hours which may be necessary for the performance of the Duties;
  - (iii) lawfully perform the Duties to the Controller's satisfaction;
  - (iv) meet the KPIs;
  - (v) be accountable to the Employer through the Controller and carry out all lawful directions of the Controller;
  - (vi) serve the Employer faithfully and diligently to the best of the Employee's ability;
  - (vii) not engage in any business, directorship, employment or activity that conflicts or is likely to conflict with the interests of the Employer, the requirements of the Position or the Employee's ability to perform the Duties (including any conflict that arose prior to the Commencement Date);

- (viii) use all reasonable efforts to promote the interests of the Employer;
  - (ix) act in the best interests of the Employer;
  - (x) comply with all policies and procedures of the Employer in place from time to time;
  - (xi) not bring alcohol onto any work sites or consume any alcohol on work sites during work hours (unless otherwise agreed in writing by the Controller);
  - (xii) not bring any drugs onto any work sites unless such drugs are prescribed by a medical practitioner in respect to a medical condition;
  - (xiii) inform the Employer of any prescribed drugs taken by the Employee which may impact on the Employee's ability to carry out the Employee's duties;
  - (xiv) comply with all laws applicable to the Employee's position and the duties assigned to the Employee; and
  - (xv) obey the lawful directions of the Controller.
- (b) From time to time the Employer may reasonably vary the Employee's Duties.

## **4.2 Policies**

Nothing in clause 4.1(a)(x) means that the policies and procedures of the Employer form part of this Agreement. The Employee must nonetheless abide by the terms of these policies and procedures because they are lawful and reasonable directions of the Employer.

## **4.3 Reporting and Supervision**

- (a) The Employee will report to and be accountable to the Controller.
- (b) The Employee is at all times subject to the direction of the Controller and his/her delegates.

## **4.4 Restrictions**

- (a) Without limiting the Employee's duties to the Employer, the Employee must not:
  - (i) act in conflict with the best interests of the Employer;
  - (ii) compete with the Employer; or
  - (iii) do anything which will bring either the Employee or the Employer into disrepute.
- (b) If there is any risk of a conflict of interest occurring, the Employee must obtain the prior written consent of the Controller to engage or to continue to engage in that business, directorship, employment or activity, or must otherwise cease to engage in or continue that business, directorship,



employment or activity. Such consent should not unreasonably be withheld.

(c) The Employee must:

- (i) within one month of the Commencement Date; and
- (ii) on a continuing basis thereafter,

disclose to the Employer all business activities, directorships or employment in which the Employee is involved either directly or indirectly for the Employer's consideration and approval, or otherwise according to the Employee's obligations under this clause relating to conflict of interest.

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## **5. Salary and other benefits**

### **5.1 Remuneration**

- (a) The Employer will remunerate the Employee with the Total Remuneration.
- (b) The Employer will pay to the Employee the Total Remuneration in fortnightly instalments (in line with the Employer's normal pay cycle) via electronic funds transfer to a bank account nominated by the Employee.
- (c) The Total Remuneration is deemed to include, to the extent permitted by law:
  - (i) all entitlements to salary, salary increase, overtime, loadings, allowances, penalty rates and any other like payments to which the Employee may otherwise be entitled under any award, agreement, statute or other instrument applicable to the Employee's employment either now or in the future, including but not limited to while undertaking the Duties; and
  - (ii) compensation for all service and duties, including but not limited to while undertaking the Duties, undertaken by way of overtime or attendance at functions or training outside or in addition to the Ordinary Hours of Work, including outside the Ordinary Hours of Work on a weekend or on a public holiday.
- (d) Provided the Employee has complied with the Employer's requirements for incurring the expense and upon the Employee producing evidence to prove the expenditure in accordance with the Employer's policies, then the Employer will reimburse reasonable expenses incurred by the Employee in the performance of the Duties.

### **5.2 Superannuation**

The Employee's Total Remuneration will include contributions listed in Item 6 the Schedule made by the Employer for the Employee:

- (a) into a superannuation fund agreed between the parties;
- (b) at the minimum level of superannuation contributions which the Employer must make for the Employee for the purposes of the *Superannuation*

*Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992 as amended from time to time ('Contributions').*

The Employer will not be liable to make any additional payment or contribution by reason of the superannuation contribution surcharge.

### **5.3 Superannuation - obligations of the Employee**

Upon commencing employment, the Employee must do everything reasonably necessary for the Employer to make the Contributions.

### **5.4 Performance Reviews**

The Employee's review of the Employee's performance is ongoing and will be undertaken with reference to the Employee's performance of the Duties, whether the Employee is meeting the KPIs for the Duties, the performance of the Employer's business and any other relevant factor, such as internal and external economic circumstances. In addition, formal performance reviews will be conducted with the Employee in accordance with its policies from time to time and at such other time as the Employer considers appropriate.

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## **6. Powers and Resources of Employee**

- (a) The Employee will report directly to the Controller of the Employer and will liaise directly with the Controller.

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## **7. Employer Property**

- (a) The Employee acknowledges that the Employer's computers, computer systems, vehicles, mobile phones and other equipment (if any) provided to the Employee by the Employer remain the property of the Employer (**Employer Property**).
- (b) The Employee must use this Employer Property only for the purposes of carrying out the Duties, or such other purposes as directed or permitted by the Employer.
- (c) If the Employer Property is damaged or lost whilst in the Employee's possession or control, the Employee agrees to pay the Employer all costs for the repair or replacement of such Employer Property. For the avoidance of doubt, the Employee consents to the Employer deducting such costs from the Employee's salary.

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## **8. Leave Entitlements**

### **8.1 Annual Leave**

- (a) The Employee is entitled to four (4) weeks of paid annual leave for each year of service working full time equivalent (38 hours per week). If the Employee works less than full time during the course of their employment, this entitlement will be reduced on a pro rata basis. In accordance with the National Employment Standard, Annual leave accrues progressively during a year of service according to the Employee's Ordinary Hours of Work and accumulates from year to year.
- (b) The Employer may require the Employee to take:

- (i) one quarter of his or her annual leave entitlement where the Employee has accrued not less than eight (8) weeks' annual leave; and
  - (ii) annual leave during any partial or complete shut down of the Employer's business.
- (c) The Employer and Employee may agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave entitlement provided that such an agreement would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

## 8.2 Paid Personal/Carer's Leave

- (a) The Employee is entitled to ten (10) days of paid personal/carers' leave for each year of service, in accordance with the National Employment Standard working full time equivalent (40 hours per week). If the Employee works less than full time during the course of their employment, this entitlement will be reduced on a pro rata basis..
- (b) Personal/Carer's leave may be used for either:
- (i) the personal illness or injury of the Employee (**Personal leave**); or
  - (ii) caring for a member of the Employee's immediate family or household who requires the Employee's care and support due to an illness or injury or because they are affected by an unexpected emergency (**Carer's leave**).
- (c) Personal/Carer's leave accrues progressively during a year of service according to the Employee's Ordinary Hours of Work and accumulates from year to year. Any untaken personal/carers' leave will not be paid out on termination of employment.
- (d) The Employee is required to give the Employer notice of the taking of personal/carers' leave, as soon as is reasonably practicable and must advise the employer of the period, or expected period of the leave.
- (e) The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave taken is in accordance with the Employee's entitlement to such leave under the Act.
- (f) Personal leave entitlements will not be paid if day/days are taken either side of a weekend or public holiday without a medical certificate.
- (g) Paid Personal/Carer's leave counts as service for all purposes.

## 8.3 Unpaid Carer's Leave

- (a) Once all paid Personal/Carer's leave is exhausted, the Employee is entitled to two (2) days unpaid Carer's leave for each occasion that a member of the Employee's household requires the Employee's care or support due to an illness or injury or unexpected emergency affecting that member.

- (b) The Employee may take unpaid Carer's leave for a particular occasion as a single continuous period of up to 2 days or on any separate periods to which the Employee and the Employer agree.
- (c) The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave taken is in accordance with the Employee's entitlement to such leave under the Act.
- (d) Unpaid Carers leave does not does break the Employee's continuity of service but does not count as service.

#### **8.4 Parental leave**

The Employer will grant parental leave in accordance with the Act.

#### **8.5 Long service leave**

The Employee will be entitled to long service leave in accordance with the *Long Service Leave Act* (NT).

#### **8.6 Public Holidays**

- (a) The Employee is entitled to public holidays in accordance with the Public Holidays Act (NT) (provided that the public holiday falls during the Employee's then ordinary hours of work.
- (b) Notwithstanding clause 8.6(a), the Employer may request the Employer to work on a public holiday and, if such request is reasonable, the Employee shall be required to work.
- (c) If the Employee works on a public holiday he or she will be entitled to take time off in lieu at a time convenient to the Employer.

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### **9. Confidential Information**

#### **9.1 Confidentiality**

The Employee may:

- (a) use Confidential Information solely for the purpose of performing the Duties; and
- (b) disclose Confidential Information only to persons who:
  - (i) are aware and agree that the Confidential Information must be kept confidential; or
  - (ii) have signed any confidentiality agreement required by the Employer from time to time;

and either:

- (iii) have a need to know (and only to the extent that each has a need to know); or
- (iv) have been approved by the Controller from time to time.

## **9.2 Confidential Information**

- (a) The Employee must not directly or indirectly use or disclose (or attempt to use or disclose) any Confidential Information for any purpose other than the purpose described in clause 9.1.
- (b) The Employee shall not remove the Confidential Information from the premises of the Employer without the written consent of the Employer.
- (c) The Employee shall not for whatever reason either for himself or any third party appropriate, copy, memorise or in any manner reproduce or reverse engineer any of the Confidential Information.
- (d) The Employee agrees to return any or all Confidential Information on request of the Employer.

## **9.3 Exceptions**

Nothing in clauses 9.1 and 9.2 requires the Employee to maintain confidentiality in respect of Confidential Information where:-

- (a) the Employee is required to disclose such information in the course of the Employee's Duties;
- (b) such information was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by the Employee); or
- (c) the Employee is required by law to disclose such information.

## **9.4 Notifications**

The Employee must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

## **9.5 Assistance**

The Employee 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.

## **9.6 Continuation after Termination**

The obligations of the Employee under clause 9 survive the termination of the employment under this Agreement and will be enforceable at any time at law or equity by the Employer.

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## **10. Privacy**

- (a) In the course of the Employee's employment, the Employee must not:
  - (i) collect Personal Information from other people; or
  - (ii) use or disclose Personal Information collected about other people,except if:
  - (iii) necessary to perform the Employee's Duties; or

- (iv) authorised by the Board of the Employer; and
  - (v) in accordance with applicable privacy laws and the Employer's policies.
- (b) The Employee acknowledges that the Employer may use and disclose Personal Information that the Employer has collected about the Employee during the Employee's employment, or in anticipation of that employment, for any purpose connected with the Employee's employment and the operation of the Employer's business.
- (c) The Employee agrees that the Employer may monitor the Employee's use of the Employer's electronic communications system (including telephone, facsimile, email and the internet) and that the Employee's use of that system is not private.

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## 11. Deduction of Moneys Owning

On termination of the Employee's employment, the Employer may withhold from any payment due to the Employee any amount owed by the Employee to the Employer.

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## 12. Dispute Resolution

In relation to any matter that may be in dispute (**'the matter'**) except matters relating to the actual or threatened termination of employment of the Employee, the parties to the dispute:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
  - (i) the employee and the Controller meeting and conferring on the matter; and
  - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving the Managing Director of the Employer (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- (c) agree to allow either party to refer the matter to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter;
- (d) agree that if either party refers the matter to alternative dispute resolution both parties will participate in the alternative dispute resolution in good faith; and acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the alternative dispute resolution process; and
- (e) agree that during the time when the parties attempt to resolve the matter:
  - (i) the parties will continue to comply with this agreement unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and

- (ii) subject to relevant provisions of any Commonwealth or Territory occupational health and safety law, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by the Employer to perform other available work or duties, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
- (iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

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## **13. Termination**

### **13.1 Notice periods**

This Agreement may be terminated in the event of any of the circumstances specified below:

- (a) by the Employer and the Employee agreeing in writing;
- (b) by the Employer to the Employee, by giving the Employee 4 weeks notice or, by payment in lieu;
- (c) by the Employee, by giving the Employer 4 weeks notice;
- (d) by the Employer at any time without any notice if the Employee is guilty of serious misconduct in accordance with clause 13.2.

### **13.2 Summary dismissal**

Notwithstanding clause 13.1 above, the Employee's employment may be summarily terminated by the Employer at any time without notice if the Employee engages in serious misconduct. Without limiting the generality of the expression "serious misconduct" it includes:

- (a) disobeying a reasonable lawful direction of the Employer;
- (b) in the reasonable opinion of the Controller, the Employee wilfully, continually or significantly failing or wilfully, continually or significantly neglecting to perform or carry out his responsibilities and Duties in a satisfactory manner;
- (c) taking any money or property from the Employer or any of its clients without written consent from the Employer;
- (d) a breach of clause 9 above;
- (e) other than clause 9 above, breaching any other material provision of this Agreement including clause 4 above and failing to remedy that breach within five Business Days of having been requested to do so by the Employer;
- (f) being found guilty by a court of a criminal offence involving dishonesty;
- (g) wilful, or deliberate, behaviour by the Employee that is inconsistent with the continuation of this Agreement; and

- (h) conduct that causes imminent, and serious, risk to:
  - (i) the health, or safety, of a person; or
  - (ii) the reputation, viability or profitability of the business of the Employer.

### **13.3 Accrued rights**

Termination under this clause 13 does not affect any accrued rights or remedies of either party.

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## **14. What happens upon termination of employment?**

Upon termination of the Employee's employment:

- (a) the Employer may set off any amounts the Employee owes the Employer against any amounts the Employer owes the Employee at the date of termination to the extent allowed by law;
- (b) the Employee must return all the Employer's Property (including property leased by the Employer) to the Employer on the date of termination including all written or machine readable material, software, computers, credit cards, keys and vehicles, in the substantially the same condition as at the date that such Employer Property was provided to the Employee;
- (c) the Employee's obligations under clause 9 continue after the date of termination except in respect of information that is part of the Employee's general skill and knowledge.

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## **15. Notices and other communications**

### **15.1 Service of notices**

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing and in English directed to the recipient's last known address; and
- (b) hand delivered or sent by prepaid post or facsimile to that address.

### **15.2 Effective on receipt**

A Notice given in accordance with clause 15.1 above takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Australia); or
- (c) if sent by email, when the sender's email system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,



but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

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## **16. General**

### **16.1 Entire Agreement**

- (a) This Agreement contains the entire Agreement between the parties with regard to the employment of the Employee by the Employer.
- (b) All previous negotiations, understandings, representations, warranties or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.

### **16.2 Alterations**

This Agreement may be altered only in writing signed by each party.

### **16.3 Replacement**

This Agreement may only be replaced by a document duly executed by the parties. Despite any change to the Employee's Duties, Position, reporting arrangements, Hours of Work, Location of work or Salary, the terms of this Agreement will continue to apply.

### **16.4 Schedule**

The Schedules attached hereto form part of the Agreement.

### **16.5 Approvals and consents**

Except where this Agreement expressly states otherwise, the Employer may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

### **16.6 Survival**

Any indemnity in or obligation of confidentiality under this Agreement is independent from the other obligations of the parties and survives termination of this Agreement. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.

### **16.7 Severability**

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continues in force.

### **16.8 Waiver**

The Employer does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

## **16.9 Applicable Law**

This Agreement is governed by and is to be constructed in accordance with the laws in force in Northern Territory and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Northern Territory and any courts which have jurisdiction to hear appeals from any of those courts.

## **16.10 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

## Schedule

<b>Item 1 – Employee</b> Insert Name
<b>Item 2 – Position</b>
<b>Item 3 – Commencement Date and Completion Date</b>  <b>Commencement Date:</b>  <b>Completion Date:</b>
<b>Item 4 – Place of Work</b>  The Employee will be based at 53 Vanderlin Drive, Wanguri in the Northern Territory of Australia  The Employer may require the Employee to perform the Employee's duties at various places of business/work sites in the Northern Territory.
<b>Item 5 – Employee's duties</b>  To follow the lawful directions of the Employer assigned to the Employee from day to day.  To attend upon the following additional things:  <ol style="list-style-type: none"><li>1. To comply with any policies (including any new policies) implemented by the Employer as amended or replaced from time to time. To the extent that there is any inconsistency between the terms of this Agreement and any of the Employer's policies, this Agreement will prevail.</li><li>2. To always act and perform all such duties in a professional and courteous manner.</li><li>3. To attend upon the 'Key Responsibilities' for the Duties set out in Annexure A.</li></ol>
<b>Item 6 – Total Remuneration</b>  A remuneration package to the value of \$xx,xxx per annum (based on \$xx per hour for 38 hours per week) plus Superannuation (based on the statutory rate) as described in clause 5.2 from the Commencement Date when undertaking the Duties.  If the Employer requests the Employee to work more than 38 hours per week and the Employee agrees to this request, the Employer must pay for additional hours at the rate of \$xx per hour.  The Employee's salary will be paid by fortnightly instalments (in line with the

Employer's normal pay cycle) by electronic funds transfer subject to a deduction of income tax and any other statutory deductions. The Employee's first and last instalments will be proportionate if necessary.

As a condition of the Employee's employment with the Employer, the Employee shall be provided with accommodation pursuant to the licence agreement annexed to this Agreement at Annexure B.

**Item 9 – Controller**

The Executive Committee of the Employer

**Executed as an agreement**

**Executed by Islamic Society of Darwin Inc** on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 in accordance with the *Associations Act* by or in the presence of:

\_\_\_\_\_  
Signature of Chair

\_\_\_\_\_  
Name of Chair in full

\_\_\_\_\_  
Signature of Committee Member

\_\_\_\_\_  
Name of Committee Member in full

**Signed by Insert Name** on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature

## **ANNEXURE A**

### **Job Description, KPIs, Duties, and Weekly Time Allocation**

**ANNEXURE B**

**Licence Agreement**