

Santa's Wonderland

ABN 81 691 394 756

CASUAL EMPLOYEE EMPLOYMENT AGREEMENT

1. AGREEMENT

The purpose of this Agreement is to outline the terms and conditions that apply to the casual employment relationship between **Santa's Wonderland ('the Employer')** and the employee named in the Schedule (**'the Employee'**). Even if the duties, responsibilities and job title of the Employee change during the course of the Employee's employment, this Agreement will continue to apply unless specifically varied in writing and signed on behalf of the parties or unless this Agreement allows otherwise. It is acknowledged that the Employee's status as a casual employee will not change unless specifically agreed in writing by the Employer.

2. CASUAL EMPLOYMENT

It is agreed that the Employee is being engaged as a casual employee only and is not being engaged as a permanent employee. The Employer makes no guarantee that the Employee will continue to be engaged on a long term basis, or that the Employee will be provided with ongoing employment. The Employee will not be entitled to annual leave, sick leave, personal leave or other employee entitlements typically accrued by permanent employees which are not typically accrued by casual employees.

3. COMMENCEMENT

The employment of the Employee came into effect or will come into effect from the Commencement Date referred to in the Schedule.

4. DURATION

Given the Employee's engagement as a casual employee, **this Agreement has no guaranteed duration.** Each occasion that the Employee works will be a separate contract of employment, which ceases at the end of that engagement. This Agreement will, however, determine the terms and conditions that apply to the Employee's employment for any work conducted.

5. JOB TITLE AND DESCRIPTION

5.1. The job title of the Employee is as specified in the Schedule.

5.2. The job description of the Employee is as specified in the Annexure. In addition to performing the duties referred to in the Annexure, the Employee will undertake such other duties as the Employer may from time to time direct.

6. REMUNERATION

The Employee shall be entitled to be paid the hourly casual rate ('**Rate**') referred to in the Schedule. In addition to the Rate, the Employee shall be entitled to any other benefits referred to in the Schedule.

7. SUPERANNUATION

In addition to the Rate, superannuation contributions will be made by the Employer on behalf of the Employee, in accordance with the Employer's obligations under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and *Superannuation Guarantee Act 1992 (Cth)*, as in place from time to time.

8. ABSORBING OF AWARD OR LEGISLATIVE ENTITLEMENTS

The Rate includes all amounts due to the Employee under any industrial award, agreement, contract, the *Fair Work Act 2009 (Cth)*, as amended from time to time, ('**the Fair Work Act**') or other law, including without limitation the Employee's entitlement to any casual loading. The Rate and overall remuneration received by the Employee can be set off against and expressly applied in compensation of all award and any other legal entitlements of the Employee.

9. ANNUAL LEAVE

It is acknowledged, for the purposes of certainty, that given the casual nature of the employment the Employee will have no entitlement to annual leave.

10. PERSONAL LEAVE

It is acknowledged, for the purposes of certainty, that given the casual nature of the employment the Employee will have no entitlement to sick leave, personal leave or carer's leave.

11. LOCATION OF WORK

The Employee's usual place of work is specified in the Schedule. From time to time, in the reasonable performance of the Employee's duties, the Employee may be required to work from other locations and undertake travel.

12. HOURS OF DUTY

The Employee shall work such hours as are agreed upon between the Employer and Employee from time to time. There is no guarantee of how many hours the Employee will be provided in each week or shift.

13. TERMINATION OF CASUAL EMPLOYMENT

Given the casual nature of the employment, either the Employer or the Employee may terminate this Agreement and the employment at any time without cause and without requirement to provide any period of notice.

14. RETURN OF COMPANY PROPERTY AND SET OFF

14.1 Upon the termination of employment the Employee must immediately return to the Employer all material and property (whether original or copies) made by or delivered to the Employee during the course of his or her employment concerning

the business of the Employer and any property belonging to the Employer which is in the Employee's possession or under the Employee's control.

14.2 The Employee agrees that, upon the termination of employment the Employer may deduct and set-off from any outstanding remuneration payments owing to the Employee any monies owing to the Employer by the Employee on any account including without limitation debts owing to the Employer by the Employee or an amount equivalent to the value of any property belonging to the Employer which is not returned by the Employee.

15. FURTHER COVENANTS

15.1. The Employee agrees to devote the whole of their time and attention during working hours to their duties as an employee of the Employer.

15.2. The Employee must faithfully and diligently perform their duties and use their best endeavours to promote the interests of the Employer and refrain from doing anything which may adversely affect the interests of the Employer.

15.3. The Employee must obey all reasonable and lawful directions of the Employer and must observe and comply with any rules expressed or implied from time to time by the Employer to ensure the effective and safe operation of the business.

15.4. The Employee agrees to comply with any email or internet policies of the Employer which may be in force from time to time.

15.5 The Employee agrees to comply with any policies which the Employer may have in force from time to time regarding the prevention and elimination of sexual harassment in the workplace.

16. CONFIDENTIAL INFORMATION

16.1. For the purposes of this clause, "**Confidential Information**" means any information that would at law or in equity be classified as the trade secrets or confidential information of the Employer, including:

- (a) information which is specifically designated as confidential by the Employer;
- (b) information which by its nature or the circumstances of its disclosure may be reasonably understood to be confidential;
- (c) the names, addresses, telephone numbers and email addresses of the Employer's clients and all lists or other records containing this information;
- (d) information regarding the Employer's suppliers, contractors, organisation or personnel, or those of the Employer's clients, or anyone associated with it or them;
- (e) financial and business information relating to the Employer;

- (f) information regarding the remuneration, bonus entitlements or commissions of employees of the Employer;
- (g) any agreements, arrangements or terms of trade with a client, prospective client, supplier or prospective supplier;
- (h) Intellectual Property (as defined in clause 17) of the Employer;
- (i) trade secrets of the Employer;
- (j) technical information regarding the Employer's services including without limitation, all implemented or planned service improvements or changes; or
- (k) information about the Employer's services, processes, systems, equipment, dealings (including dealings with the Employee), transactions, policies, internal and external correspondence, provided that "Confidential Information" shall not include:
 - (a) information which was in the public domain prior to disclosure to the Employee;
 - (b) information which enters the public domain other than as a result of a breach of this Agreement by the Employee;
 - (c) information which the Employee can prove was in its possession at the time of first disclosure by the Employer and was not acquired directly or indirectly from the Employer; or
 - (d) information which the Employee received legitimately from a third party legitimately in possession of and having a right to disclose such information and who was not under any obligation of confidentiality to the Employer.

16.2. The Employee hereby agrees that, subject to any contrary policy or direction of the Employer, they will keep secret and confidential and not publish, disclose, divulge nor use any Confidential Information, both during the Employee's employment with the Employer and after the termination of the Employee's employment. The obligations of the Employee pursuant to this clause shall subsist beyond the termination of this Agreement.

16.3. Upon the termination of employment the Employee shall immediately deliver up to the Employer all documents, books, records, correspondence, lists, discs and other materials containing or referring to Confidential Information whether contained in paper form, electronic form or otherwise.

16.4 The rights of the Employer pursuant to this clause are in addition to any rights which the Employer may have at law or in equity regarding confidential information or trade secrets.

16.5 The Employee's obligations under this clause apply during the Employee's term of employment and after its termination.

17. OWNERSHIP OF INTELLECTUAL PROPERTY

17.1 For the purposes of this clause, "**Intellectual Property**" means:

- (l) patents, trade marks, business names, service marks, design rights (whether registered or unregistered and including any applications for these rights);
- (m) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software and any other works or subject matter in which copyright subsists and may in the future subsist or is capable of subsisting under the *Copyright Act 1968 (Cth)* or equivalent legislation;
- (n) know-how, confidential information and trade secrets;
- (o) any rights subsisting or capable of subsisting or being obtained under intellectual property legislation whether in Australia or overseas whether registrable or not.

17.2 The Employee acknowledges that any Intellectual Property created during the course of his employment with the Employer is the property of the Employer.

17.3 The Employee agrees that, at the Employer's expense, he will execute all such documents and do all such things as may be necessary to enable the Employer to apply for and obtain patent, registered design, trade mark or other intellectual property protection in respect of the Intellectual Property. The Employee irrevocably appoints the Employer as their attorney to execute any documents and do any thing for the purpose of giving effect to this paragraph.

17.4 The Employee consents to any acts or omissions (both past and future) on the part of the Employer which would otherwise infringe the Employee's moral rights (as defined in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)*) in any works made or to be made by the Employee in the course of the Employee's employment.

17.5 The Employee may not make use of or reproduce any Intellectual Property owned by the Employer without prior written approval, other than in the ordinary course of the Employee's employment with the Employer.

17.6 The Employee's obligations under this clause apply during the Employee's employment with the Employer and after its termination.

18. DRESS CODE

The Employee will be required to dress in a manner, which in the opinion of the Employer, is suitable for the position held.

19. POLICIES

19.1. The Employee agrees to comply with the Employer's policies and procedures, as amended or introduced from time to time.

19.2. To the extent that the contents of policies or procedures refer to obligations on the Employer, the Employee agrees that they are guides only and are not contractual terms, conditions or representations on which the Employee relies.

19.3 If the Employer's policies and procedures are inconsistent with the terms of this Agreement, the terms of this Agreement will prevail (except where the policy is consistent with applicable legislation that may not be varied or contracted out of).

20. INFORMATION IS ACCURATE

The Employee warrants that all information supplied by them to the Employer, whether prior to or after the commencement of employment, in respect of their employment or employment history is accurate and not misleading whether by omission or otherwise.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understandings, undertakings and negotiations in respect of the matters dealt with in this Agreement.

22. VARIATION

Unless otherwise provided for in this Agreement, this Agreement shall not be changed or modified in any way subsequent to execution except in writing signed by or on behalf of the parties.

23. SEVERABILITY

If any provision in this Agreement is or becomes legally ineffective under the general law or by force of legislation, the ineffective provision shall be severed from this Agreement which otherwise continues to be valid and operative.

24. GOVERNING LAW AND JURISDICTION

24.1. This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia.

24.2. The parties unconditionally submit to the jurisdiction of the court of the State of South Australia and courts entitled to hear appeals from these courts.

SCHEDULE

EMPLOYEE NAME:	
EMPLOYEE ADDRESS:	
COMMENCEMENT DATE:	
JOB TITLE:	CASUAL EMPLOYEE
LOCATION	Goodwood Rd, Wayville SA 5034 - Jubilee Pavilion - Adelaide Showground
CASUAL PAYABLE RATE TO	(*) Your rate of pay will be added to the contract according to your age. \$ plus super
EMPLOYEE: PAYMENT OF SALARY:	Monthly by electronic transfer into an account nominated by the Employee.
OTHER BENEFITS: (IF ANY)	

EXECUTED AS AN AGREEMENT:

SIGNED BY EMPLOYEE.....

SIGNED BY EMPLOYER.....

Amanda Mcpherson
Managing Director
Santa's Wonderland