



EMPLOYMENT AGREEMENT

INFINITY MARTIAL ARTS PTY LTD
("The Employer")

– AND –

.....
(The "Employee")

AN AGREEMENT made on the

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1. DEFINITIONS

“Act”	means the Fair Work Act 2009 (Cth) as amended;
“Agreement”	means this agreement including any schedules and any annexures;
“Duties”	The services and duties provided by the Employee to the Employer as outlined herein and in Schedule 2.
“Disparage”	Means speak, publish or communicate about the Employer or employees of the Employer’s business or about the Employer’s business in a way which shows that you do not have a good opinion of them.
“Dispute”	Means any issue, dispute or difference raised by either party under clause 7.
“Rate”	The amount paid by the Employer to the Employee for the Duties as outlined in Schedule 4.
“Term of the Agreement”	The Term of this Agreement as outlined in Schedule 1.
“Willful Default”	Means a deliberate and purposeful act or omission carried out, or real and substantial evidence of a deliberate and purposeful act or omission carried out, with a reckless disregard or calculated regard, for the consequences of the act or omission, but does not include any error of judgment, mistake, act or omission, whether negligent or not, which is made in good faith by that party or by any director, officer, Employee, agent or subcontractor of that party.
“Working Week”	Monday through to Sunday.

2. AGREEMENT

- 2.1. This Employment Agreement outlines the terms and conditions for the provision of Duties by:
- 2.2. Except where the Employer is given an absolute discretion by an express term of the Agreement, the Parties undertake to act in good faith in conducting all activities arising out of this Agreement and will:
 - (a) be fair and honest; and
 - (b) not impede or restrict each other's performance.
- 2.3. The Agreement is constituted by the following documents:
 - (a) Schedule 3
 - (b) Schedule 1
 - (c) Schedule 2
 - (d) Schedule 4
 - (e) Conditions of Agreement
- 2.4. Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the Agreement, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (e) in Clause 2.3.

3. EMPLOYEE'S OBLIGATIONS

- 3.1. The Employer engages the Employee to perform the Duties, at the location/s outlined herein and at Schedule 1 or any other reasonable location/s determined by the Employer.
- 3.2. The engagement will be on a casual basis as required.
- 3.3. Each occasion that you work will be a separate contract of employment which ceases at the end of that engagement
- 3.4. As a casual employee, there is no guarantee of ongoing or regular work.
- 3.5. The duties of this role are in the attached position description. On each occasion that you work you will be required to perform these duties and any other duties the employer may assign to you, having regard to your skills, training and experience.
- 3.6. You will be required to perform your duties at Infinity Greenslopes or elsewhere as reasonably directed by the employer.
- 3.7. The Employee has agreed to and will comply with this agreement.

4. EMPLOYER'S OBLIGATIONS

- 4.1. The Employer shall pay the Employee the Rate for the performance of the Duties.

[Infinity Martial Arts Employment Agreement](#)

Employee Initial: _____ Employer Initial: _____

4.2. Payment by the Employer will be made fortnightly into the Employee's nominated bank account.

5. DUTIES AND PERFORMANCE

- 5.1 During the Employment the Employee must:
- (i) Perform to the best of his/her abilities and knowledge, and in a proper and efficient manner, the duties set out in the position description (set out in Schedules 1 and 2 to this Agreement) together with such other duties as the Employer may reasonably require from time to time;
 - (ii) During work hours, devote the whole of his/her time and attention to the Employer's business;
 - (iii) Act in the Employer's best interests; and
 - (iv) Report to their Manager or such person or persons as nominated by the Employer from time to time.
- 5.2 The Employee agrees at all times to comply with the requirements of health and safety legislation. The Employee will abide by all of the Employer's safety rules, regulations, policies and procedures.
- 5.3 If the Employee engages in any inherently dangerous conduct or conduct likely to cause injury to him/herself, other Employees, clients or others, or otherwise breaches the Employer's health and safety rules, regulations, policies and procedures, this will result in disciplinary action which may include termination of employment.

6. REMUNERATION

The Employer will pay the Employee the following remuneration:

- 6.1 Total remuneration as set out in Schedule 4 to this Agreement. The Employee's rate is mutually agreed to be fixed for the term of this agreement; and
- 6.2 Superannuation as required under the Superannuation Guarantee (Administration) Act 1992 (Cth) into an approved fund nominated by the Employee, or in the absence of such nomination, into the Employer's default fund; and
- 6.4 The Employee's total remuneration will be paid in fortnightly instalments by way of electronic transfer into a bank account or accounts nominated by the Employee; and
- 6.5 All payments made under this Agreement will be subject to the deduction or withholding by the Employer of any amounts required under any law.

7. POLICIES

- 7.1 **Good Faith**, except where the Employer is given an absolute discretion by an express term of the Agreement, the Parties undertake to act in good faith in conducting all activities arising out of this Agreement and will:
- I. be fair and honest; and
 - II. not impede or restrict each other's performance.
- Breach of these policies will result in disciplinary action which may include termination of employment.

7.2 **Policies and Procedures**

- (i) The Employer maintains a number of policies on a range of issues which must be acknowledged and adhered to by the Employee. A copy of these policies is available from the Employer. The Employee agrees to remain familiar with this throughout their employment, and to comply with regulations, directives, policies and procedures as they operate from time to time.
- (ii) The Employer's policies and procedures may be amended or replaced by the Employer from time to time and the Employee agrees to adhere to any changes to these policies.

7.3 **Drugs and Alcohol**

- (i) It is a condition of employment that the Employee will not at any time present for work evidencing consumption of alcohol or affected by drugs of addiction - a breach of this condition will be regarded as willful misconduct for which action may be taken to summarily terminate Employment.
- (ii) The Employer provides a smoke-free workplace, and the Employee is required not to smoke whilst in the work environment.

7.4 **Anti-discrimination & Workplace Bullying**

- (i) The Employee is required not to discriminate against fellow workers, clients, or the Employees of clients, either to accept a favour or exercise a prejudice on any basis, nor to be party to any act of harassment against any person in the work environment. The employer will take any complaint regarding sexual harassment or discrimination by any person, no matter how seemingly trivial, very seriously and all efforts will be made to resolve such disputes.
- (ii) If the Employee feels they are being discriminated against or harassed in any way (including, but not limited to, sexual harassment), record the time, person and nature of the instance and immediately inform the Employee's Manager who will then discuss the complaint and decide if disciplinary action is required. All complaints will be treated with strict confidentiality.

7.5 **Dress**

- (i) Employees are required to be at all times dressed in a clean, tidy and appropriate fashion, having regard to business and contemporary standards and the nature of your work duties. The Employees hair must be kept clean and tidy.
- (ii) Employees must bring their own Kimono, which will be required at all times to display an Infinity Insignia (provided) and no other non-approved insignia.
- (iii) Employees will be provided with a corporate shirt and 'hoodie' which is to be kept clean and worn at all times when at work and not in Kimono, and/or at corporate promotions and functions.

7.6 **Attendance at Work**

- (i) In the event that the Employee does not attend for work when required or does not perform the work that the Employer lawfully and reasonably directs, the Employee will not be paid for the time of non-attendance or non-performance of the work as directed.
- (ii) Should the Employee not attend for three successive work periods when required to perform work, and fail to advise the Employer for the reasons for the absences, the Employer will regard the Employee as having abandoned their employment without an intention to resume, with an effective termination date from the first day of such absence.
- (iii) The Employee must give prompt and timely notice of any leave by advising their Manager.

7.7 **Probation** - A period of probation applies to the Employee, refer Schedule 1.

8. NON-DISPARAGEMENT

8.1 The Employee must not at any time:

(a) disparage the Employer, any member of the Employer or any of their directors, officers or Employees; or

(b) make any statement or publication, whether oral or in writing, which brings, or is likely to bring, the Employer, any member of the Employer or any of their directors, officers or Employees into disrepute or ridicule; or

(c) make any statement or publication, whether oral or in writing, which may otherwise adversely affect the reputation of the Employer, any of their members, directors, officers or Employees.

Breach will result in disciplinary action which may include termination of employment.

9. LEAVE

9.1 **General.** Full Time Employees are entitled to leave in accordance with the Fair Work Act 2009 (Cth) or other applicable legislation.

9.2 In this instance, it is agreed that the Employee will not be entitled to any annual leave as they are employed only on a casual basis.

10. RESTRICTIONS

10.1 CONFIDENTIAL INFORMATION AND INFORMATION SECURITY

10.2 You must keep confidential information secure and not disclose, make use of, remove or copy any confidential information belonging to Infinity, its clients, customers or service providers without the consent of a Director.

Confidential information includes but is not limited to:

- Any sensitive information;
- Client files;
- Any information specifically designated as private or confidential by Infinity or our clients;
- Trade secrets;
- Infinity's intellectual property owned by Infinity;
- Client and supplier lists and information;
- Marketing plans and budgets;
- Costing and price information, including pricing, credit policies, credit procedures, payment policies, payment procedures and systems;
- Notes or copies of any confidential information; or
- All precedents and other documents.

10.3 The restriction in this clause does not apply to the use or disclosure of such information in the normal

course of your duties or to information that is publicly available. The restriction in this clause applies after this employment agreement comes to an end.

10.4 Any original work or any other material you produce arising from your employment with Infinity shall remain the property of Infinity.

10.5 RESTRAINTS ON SOLICITATION

10.6 Non-solicitation

(a) To protect the goodwill of Infinity, during the term of your employment and for a period of six (6) months after the termination of this contract of employment for any reason (other than termination during or at the end of the probation period), you must not directly or indirectly either on your own account or for any person, company or organisation solicit or endeavour to solicit or entice away from Infinity any officer or employee of Infinity or any of its related bodies corporate, whether or not such a person would commit any breach of their contract of employment by reason of leaving the service of Infinity.

(b) To protect the goodwill of Infinity, during the term of your employment and for a period of six (6) months after the termination of this contract of employment for any reason (other than termination during or at the end of the probation period), you must not directly or indirectly either on your own account or for any person, company or organisation solicit or endeavour to solicit or entice away from Infinity any "Restricted Customer".

A "**Restricted Customer**" for the purposes of this paragraph is a customer of Infinity for which you, in the twelve (12) month period preceding the termination of your employment, had been introduced to or had a business contact with or was an existing client.

This means that during your employment with Infinity, and during the six (6) month period after termination, you can be employed by or undertake work for any of Infinity's competitors but you must not during this period work with or instruct any Restricted Customer (as defined above).

10.7 Restraints are reasonable

You acknowledge and agree that the restraints in this clause are reasonable.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Employee:

(i) must promptly disclose and presently assign to the Employer all existing and future Intellectual Property Rights including but not limited to techniques, copyright, patents, registered design, trademarks and the right to have Confidential Information kept confidential and any application or right to apply for registration of any of those rights, in any materials generated, discovered,

invented, improved or developed by the Employee in the course of employment (whether alone or with others and whether during regular hours or otherwise);

(ii) acknowledge that by virtue of this clause, all existing and future Intellectual Property Rights are vested or will vest in the Employer; and

(iii) must at the Employer's request and at its expense do all things as may be necessary to confirm or perfect the Intellectual Property Rights assigned under this clause.

12. SURVEILLANCE AND SECURITY

12.1 The Employees use of the Employer's computers, systems and network, including use of email and the internet, may be monitored and reviewed on an ongoing and continuous basis. Privileges of such use are in accordance with the Employer's policy from time to time.

12.2 The Employer's sites and properties are under ongoing and continuous monitoring through the use of video camera surveillance.

13. PRIVACY

13.1 The Employee consents to the Employer collecting and using personal information and sensitive personal information as defined in the Privacy Act 1988 (Cth) for any purpose relating to employment with the Employer. The personal information will be held in a secure location.

13.2 The Employee also consents to the Employer disclosing personal information and sensitive personal information about the Employee to other persons for reasons relating to your employment or for the Employer's business requirements. These persons include but are not limited to the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

14. TERMINATION

14.1. Each party acknowledges that this Agreement can be terminated without compensation to either party in excess of monies due in accordance with Clause 4, with or without cause, at any time, at the option of either the Employee or Employer, provided written notice of four (4) Working Weeks is given by the terminating party.

14.2. This Agreement may be terminated immediately by one party upon Willful Default of this Agreement by the other party.

14.3. A termination by the Employee as a result of Willful Default by the Employer will result in a minimum payment of at least two week's pay at the Rate.

14.4. A termination by the Employer as a result of Willful Default by the Employee will result in termination without compensation to the Employee in excess of monies due in accordance with Clause 4.

14.5. Notwithstanding any other clauses of this Agreement, any exercise of Clause 5 and Schedule 2 herein must be undertaken in compliance with the principles of Procedural Fairness.

15. CONFIDENTIALITY

15.1. The Employee hereby acknowledges that subject to the provisions of the Agreement, all confidential information which may at any time be received by the Employee from the Employer

or from the public will be used by the Employee solely in connection with, and for the purpose of performing the Duties directly related to Employment. Accordingly, the Employee agrees with the Employer that subject to the provisions of this Agreement the Employee shall not disclose or communicate to any person or corporation any confidential information at any time during the continuance of this Agreement with the Employer or at any time thereafter.

- 15.2. "Confidential Information" includes any information, records, reports, data (whether as a result of activities undertaken or otherwise), trade and other secrets, know how, inventions, drawings, maps, plans, designs, tables, charts, specifications, documents of any sort, computer material or programs, information in whatever form embodied in samples, models and any other objects or matter, any program, system, procedure, process, formula, method of production or any other matters connected with the Employer and its operations to which the Employee is or shall become aware or would reasonably be expected to know.
- 15.3. Notwithstanding any other clauses of this Agreement, where the Employee is lawfully compelled to disclose confidential information, the Employee may disclose such confidential information in accordance with the requirements of law, following advice given to the Employer that the Employee will be disclosing that information.
- 15.4. In disclosing confidential information to a lawfully entitled government authority, the Employee shall:
 - (a) Disclose only the minimum confidential information necessary to comply with the law; and
 - (b) Use his/her best endeavours to preserve the confidentiality of the confidential information; and
 - (c) Use his/her best endeavours to ensure that the government authority concerned maintains the confidentiality of the confidential information.

16. DISPUTE RESOLUTION

- 16.1. The existence of a dispute or the application of any part of the process described in this Clause will not relieve either the Employee or the Employer from any obligation under this Agreement.
- 16.2. If either party claims that a dispute has arisen out of or in connection with this Agreement that party must give notice to the other party identifying and providing details of the dispute ('Notice of Dispute').
- 16.3. Within seven (7) days of receiving the Notice of Dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. If the dispute has not been resolved within 28 days of service of the Notice of Dispute, that Notice of Dispute shall be referred to Fair Work Australia.

17. CONTINUING APPLICATION OF TERMS AND CONDITIONS

The terms and conditions in this agreement and schedules will continue to apply to each engagement of the Employee by the Employer as an Employee notwithstanding any change to (for example) position, duties, hours of work, remuneration or location, unless otherwise agreed in writing between the Employer and the Employee.

18. SURVIVAL OF OBLIGATIONS

It is mutually agreed that the Employee’s obligations under clause 8 – Non-disparagement, clause 10 – Restrictions, clause 11 - Intellectual Property and clause 13 – Termination, clause 15 - Confidential Information and Schedules 2 and 3 survive the Employees termination of employment.

19. WARRANTY

The Employee warrants that they are qualified and able to accept this offer of employment, that they will comply with this agreement and all legislation, regulations and policy, and that they are not subject to any restrictions preventing them from accepting this offer of employment. The Employee also warrants that they will maintain their qualifications and accreditation during the term of this agreement and if they fail to comply with clause 19 that they may be liable to summary termination.

20. WAIVER

Any failure or omission by the Employer at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights of the Employer to avail itself of the remedies it may have in respect of any breach of any provision.

21. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement and schedules constitute the entire agreement of the parties with respect to its subject matter. It supersedes all prior agreements, understandings, arrangements and negotiations in respect of the Employees employment.

22. VARIATION

The terms and conditions set out in this Agreement may not be modified, varied or changed in any way except in writing and signed by both parties.

SIGNED for and on behalf of

INFINITY MARTIAL ARTS PTY LTD by

in the presence of

Date:

SIGNED by(Employee)

in the presence of

Date:

SCHEDULE 1 – Details of Agreement

Date of Agreement:	
Commencement Date:	
End Date	
Term of the Agreement:	
Employee: (Insert Name)	
Manager: (Insert Name)	
Award:	Fitness Industry Award 2010 (MA000094)
Classification under the Award:	
Position Title:	
Reports to:	
Location:	
Employment Status:	
Supervisory role:	
Duties:	As outlined at Schedule 2
Governance, including Health & Safety Requirements:	Ensure compliance with health and safety legislation, professional standards, codes of ethics and conduct, relevant legislation and meeting and maintaining of accreditation requirements. Must have and maintain current first aid certificate and CPR. Maintain and promote smoke free/ drug free environment.
Usual Working Hours:	As outlined at Schedule 3
Annual Leave:	
Sick Leave:	
Superannuation:	9.5%
Other Entitlements:	In accordance with minimum entitlements as required under the NES and <i>Fair Work Act 2009 (Cth)</i> .
Rate:	As outlined at Schedule 4
Notes:	
	<ol style="list-style-type: none"> 1. Please note, the Employee's total fortnightly remuneration will be paid fortnightly by way of electronic transfer into the bank account nominated by the Employee. 2. Probation - new employees appointed to a position are required to undertake a period of probation appropriate to the appointment, in this case six (6) months and the Employee may be terminated on 1 weeks' notice during this period.

SCHEDULE 2 - Key Working Relationships, Duties and Marketing

Internal	External
<ul style="list-style-type: none"> • Managing Director • General Manager • Other Infinity Club Managers/Employees of Infinity • Trainee and Assistant Employees • Members and their families 	<ul style="list-style-type: none"> • Infinity Franchisees • Contractors to Infinity • Prospective members and their families • Schools • Community groups • Other local businesses

The employee acknowledges that this is a small and growing business, and as such the duties required of the employee may be subject to change regularly and at short notice.

List of Regular Duties

- Instruction of all types of classes
- Training and supervision of Trainee Instructors
 - Martial Arts skills training
 - Coaching training
 - Supervision and direction of general duties
- Following any procedures set down by the Employer
- Marketing (as directed)
 - Internal
 - Encouraging referrals
 - External
 - Sets up, packs up and attends scheduled shopping centre promotions
 - Organises public promotion of the facility to attract new clients – with approval from Manager
 - Handles customer enquiries
- Ensure the facility is properly maintained and conforms to safety standards
- Maintaining the day to day cleanliness of the Employer's facility
- Other general duties as required

From time to time may be required to assist with administrative duties:

- Answering telephone calls
- Calling prospective members
- Following up leads by way of phone, text and email
- Answering general enquires both face to face and via phone/email
- Attending the front desk - capturing new trials and selling memberships
- Customer Service - answering general questions from members, selling gis/merch etc
- Phone and Email Correspondence
- This is not an exhaustive list of duties, responsibilities or skills. This document is to be used as a guide only and the Employee will regularly be required to complete tasks outside of this job description.
- Following any direction and/or procedures set down by the Employer

For the purposes of sponsorship, promotional, and public relations activities of the Employer and/or any sponsor of the Employer, the Employee shall attend at and participate in such events as may reasonably be directed by the Employer. The Employer shall give the Employee reasonable notice of the events which the Employee must attend.

The Employee shall at all times when attending training, competition and official functions in their capacity as Employee wear only such clothing as approved and directed by the Employer. The Employee must not display any badge, mark, logo or trading name on any clothing worn during the Term in accordance with this agreement, other than the badges, marks, logos and trading names of Employer and/or any sponsors of the Employer without the express written consent of the Employer.

For the duration of employment, the Employee authorises the use by the Employer of the Employee's name, fame, image, signature, voice, visual portrayal and reputation in the context of the sport for the purposes of

advertising, promoting and marketing the Employer in such reasonable manner as the Employer sees fit and the Employer shall further be entitled to sub-license the rights granted in this clause to any and all sponsors of the Employer for use by them in a reasonable manner. This clause survives expiry of this agreement.

Without in any way limiting this section, the Employer for the duration of the Employees employment, may for the purposes of sponsorship, advertising, promotion and marketing:

- use any photographs of the team which includes the Employee and, consistent with the intent of this clause, the Employee shall participate in such portrait photographs;
- use any photographs, video, film or other media containing images of the Employee engaged in training or in competition.

SCHEDULE 3 – Special Conditions

Special Conditions

1. It is agreed that where any inconsistency arises between this Agreement and the Fitness Industry Award 2010, this Agreement takes precedence to the extent allowable under the law.
2. The **ordinary hours of work** for the Employee will be determined by the Employer and will be an average of **20-25** hours per week i.e. Monday to Sunday inclusive, between the hours of 9am and 9pm.

RATE

Hourly Rate:

Incentive Program

The employer may from time to time offer the Employee an incentive payment in accordance with corporate policy. For the information of the Employee, incentives are earned and payable on performance in terms of corporate policy and the Employee should discuss this program with their Manager. The Employee notes and agrees that this incentive policy is subject to change without notice based on the requirements of the company.

SCHEDULE 5 – Employee Details

Agreement between Infinity Martial Arts ABN: 13 145 806 757 (Infinity) and

Name: _____ (Employee)

Term of appointment Subject to the terms and conditions herein	Start date:	Finish date:
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Contact Details – Employee please complete all fields in this section	
Address	
	Post Code:
Home Phone	
Business Phone	
Mobile Phone	
Email	
Date of Birth	
Emergency Contact	Name:
	Phone:

Taxation Details – Employee please complete all fields in this section		
Tax File Number		
Is this your main source of income?	YES	NO
Have you completed & submitted a “Tax File Number declaration” form?	YES	NO
Do you declare that this employment does not contravene visa restrictions about paid employment in Australia that apply to you.	YES	NO
Employee to complete and provide tax file number declaration form NAT 3092.		

Banking Details – Employee please complete all fields in this section

Bank Name (e.g. CBA, NAB)	
Bank Branch (e.g. Broadway)	
Account Name (e.g. Mr Joe Bloggs)	
Bank BSB No. (6 digits)	
Bank Account No.	

Qualifications and Approval – Employer please complete all fields in this section

Qualifications (copy of certificates to be sighted by employer and attached)		
Is a Working with Children Prohibited Employment Declaration and Consent form attached?	YES	NO
I am satisfied the Employee is appropriately qualified and/or experienced to carry out the proposed duties.	YES	NO
I am satisfied the Employee and is an Australian citizen, permanent resident or has visa authorisation allowing this appointment	YES	NO