[Print on your business letterhead]

[Date]

**Private and confidential**

[Insert employee’s full name]

[Insert employee’s residential address]

Dear [insert employee’s first name]

I am pleased to confirm your employment with [insert company/partnership/sole trader name and the trading name of business – e.g. ABC Pty Ltd trading as Superb Medical Services] [ABN XX XXX XXX XXX] (“the employer”) on the terms and conditions set out in this letter.

To confirm your agreement with these terms and conditions, please return a signed and dated copy of this letter to me by [insert date]. Once you have signed and returned this letter, it will become your employment contract.

1. **Employment**
   1. You have been employed full time in the position of [e.g. Practice Nurse] (“position”) since [insert date].
   2. This contract applies to your employment in the position, effective on and from [insert date].
   3. Your employment remains subject to a [6/12] month probation period ending on [insert date]. OR You have already completed [6/12] months of continuous employment with the employer, so no probation period applies to this position.
   4. You are required to perform your duties at the medical practice at [location], or elsewhere as reasonably directed by the employer.
   5. The position reports to [insert position of supervisor /manager], or their delegate from time to time.
2. **Duties and Conditions**
   1. The principal duties of this position are set out in the attached position description (“**Schedule A**”). 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.
   2. In addition to the specific duties of your position, you also have a range of general duties as an employee, including at all times to:
3. perform all duties lawfully and to the best of your ability;
4. use your best endeavours to promote and protect the interests of the employer;
5. conduct yourself safely, honestly, cooperatively and respectfully; and
6. follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time.
   1. By accepting these terms and conditions you are:
7. representing that you hold all necessary skills, experience and qualifications required to perform the position lawfully and competently;
8. representing that you are fully fit to perform the employment, or that you have disclosed any known limitations on your fitness to the employer prior to accepting this offer; and
9. agreeing to do all things necessary or reasonably required from time to time to assist the employer to assess your physical and psychological fitness for work, including consenting to participate fully and cooperatively in any assessment by a qualified health practitioner that is required and paid for by the employer.
   1. The employment at all times remains conditional upon you having been completely honest during all pre-employment processes, and being:
10. legally permitted to work in Australia;
11. the holder of a current registration with AHPRA as [e.g. a Registered Nurse, with endorsement as a Nurse Practitioner];
12. [insert any specific condition you wish to add – e.g., the holder of a current Working With Children Check clearance (or willing and capable of obtaining such clearance at any time required by the employer)];
13. [insert any specific condition you wish to add – e.g.,the holder of a current unrestricted NSW driver’s licence]; and
14. free of any other legal restriction or obligation that would limit or prevent you from performing the duties or any of them.
15. **Policies and Procedures**
    1. From time to time the employer may implement additional expectations and/or benefits in written or unwritten policies or procedures.
    2. Policies or procedures do not form part of your contract (nor provide you with any legally enforceable entitlements). They reflect management discretion and may be changed, replaced or withdrawn at any time.
16. **Industrial Instrument Coverage**
    1. In addition to the terms and conditions in this letter, the *Nurses Award 2020* (“the award”) and the National Employment Standards in the *Fair Work Act 2009* (“the NES”) set out a number of minimum terms and conditions of your employment*.* These industrial/statutory terms and conditions do not form part of your contract but apply subject to law.
    2. As at the date of this letter, the classification we believe applies to your employment, subject to the award, is [eg, *Nurse Practitioner*]. If at any point you believe you have not been classified correctly or your classification has changed, you are to notify us at the first available opportunity so that this may be reviewed.
17. **Hours of work**
    1. Your ordinary hours of work will be 38 hours per week, arranged in accordance with the employer’s operational requirements or as otherwise agreed from time to time.
    2. From time to time, you may be permitted, requested or required to work outside the span of ordinary hours (e.g. in the evenings or on the weekends) and/or to work reasonable additional hours in excess of your ordinary hours. However, you are not to work any overtime unless expressly approved by the employer.
    3. For shifts exceeding 5 hours, you are entitled to an unpaid meal break of [30-60] minutes. You are to take your meal breaks at times convenient or otherwise acceptable to the employer. Except in emergencies, you are not to forego or perform any work during a meal break unless expressly approved by the employer (and if you do, you are to report this to the employer as soon as practicable).
18. **Remuneration** 
    1. For the performance of work in accordance with this contract, you will be paid at the rate of $[XX] per hour (“contractual rate of pay”).
    2. Payment for all hours will be at your contractual rate of pay, unless the award requires payment to be made at a higher rate or otherwise agreed in writing.
    3. Wages will be processed [weekly/fortnightly/monthly], net of tax that the employer is required to withhold.
    4. The employer will also make quarterly superannuation payments on your behalf subject to and in accordance with applicable superannuation legislation. Please provide details of your nominated super account within 30 days of commencing your employment.
    5. To the extent this contract or the employer provides you with remuneration or other benefits that exceed your statutory or award minimum entitlements, the employer may offset any ‘above award’ benefits against any other statutory or award liabilities payable by the employer, except where those entitlements may not be lawfully offset. This also applies to any ‘above award’ component of a benefit, whether or not it has already been allocated to another purpose, including any part of your contractual rate of pay that exceeds the award ordinary hourly rate of pay.
19. **Leave**
    1. You are entitled to leave subject to and in accordance with the award and the NES (e.g., annual leave, personal/carer’s leave, compassionate leave, parental leave, community service leave).
    2. Any long service leave entitlements will be subject to and in accordance with the Long Service Leave Act 1955.
    3. Any additional leave (e.g. leave without pay where your award / statutory entitlements are exhausted) will be at the employer’s discretion, subject to law.
20. **Privacy & Confidentiality**
    1. By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter (except in the proper performance of your duties, with the consent of the employer or as required by law) use or disclose confidential information relating to the business of the employer, including but not limited to patient lists, patient details, patients’ personal information, trade secrets, pricing structures, marketing plans or material or security information.
    2. It is a condition of employment that you execute the confidentiality deed attached and marked as **Schedule B**, and that you agree to execute such further confidentiality undertakings as the employer may reasonably require from time to time.
21. **Property & Equipment**
    1. Unless expressly agreed in writing, all tools, equipment, items of uniforms, documents, records, keys or other property you are issued with or allowed to access by the employer remain the property of the employer (or such other person as may be its lawful owner) (“company property”). All intellectual property in works you create or develop in the course of your employment also vests in the employer.
    2. You are to take reasonable care of all company property in your possession or control from time to time, and return such items or records (or otherwise destroy or deal with them as directed by the employer) at any time upon request.
22. **Other Employment and Out of hours conduct**
    1. During your employment, you agree not to engage in any other paid or unpaid work (as an employee, contractor, volunteer or otherwise) unless this has been approved in advance by the employer. Approval will not be unreasonably withheld, however, it may be declined or withdrawn if the other work conflicts with or unreasonably restricts your ability to perform your duties under this contract fully or safely (e.g. by creating an unacceptable risk of fatigue from working extra hours, clashes of rostering, conflict of interest, etc).
    2. You acknowledge that in some cases your conduct out of hours and/or away from work may have a negative impact on the employer, patients and/or your work colleagues, including for example if you engage in any unlawful conduct (e.g. illicit drug taking), make any disparaging representations in public or private (e.g. Facebook posts about colleagues or patients) or participate in any activities that compete with or undermine the employer (e.g. advocating unsafe products or services, or recommending other medical practices). You acknowledge and agree that any conduct out of hours and/or away from work that is inconsistent with the performance of this contract or otherwise undermines the trust and confidence of the employer, patients or your colleagues may amount to misconduct and give rise to disciplinary action and/or termination of employment.
23. **Investigations and Suspensions**
    1. The employer may suspend you from duty on ordinary pay for reasons including:
24. to assess or ensure your physical or mental fitness for work; and/or
25. to investigate allegations of misconduct against you.
    1. You are to comply with any lawful and reasonable directions given to you in connection with a suspension or investigation process.
26. **Termination of employment**
    1. If you are still in your probation period, either party may terminate the employment by providing the other party with one week’s notice in writing (or, in the case of the employer, by providing payment in lieu of any part of the notice period not given).
    2. If no probation period applies, or your probation period has expired, the employer may terminate your employment by providing you with the amount of notice in writing set out in the table below (or by providing you with payment in lieu of any part of the notice period not given):

|  |  |
| --- | --- |
| **Length of continuous service with employer** | **Period of notice to be provided** |
| Not more than 1 year | 1 week |
| More than 1 year but less than 3 years | 2 weeks |
| More than 3 years but less than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

* 1. You will be entitled to an additional week’s notice if you are over 45 years of age and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.
  2. If no probation period applies, or your probation period has expired, and you wish to terminate your employment with the employer (i.e. resign your employment) you are required to provide the employer with the amount of prior notice set out in the table in clause 12.2 above (but you are not required to give an extra week’s notice if you are over 45 years of age).
  3. During any notice period, the employer may require you to perform modified duties (e.g. handover duties) and/or require you not attend the workplace (i.e. take ‘gardening leave’).
  4. Notwithstanding anything else in this contract:

1. the employer may terminate your employment without notice and without payment in lieu of notice if you engage in serious or wilful misconduct;
2. if at any time you repudiate your employment (e.g. by abandoning your employment without giving notice or otherwise behaving in a way that indicates you no longer intend to be bound by your contract) the employer may elect to treat this as bringing the employment to an end at your initiative.
3. **Entire agreement**
   1. Other than terms implied by law in favour of the employer, the express terms in this document form the entire agreement between the parties in relation to your terms and conditions of employment. It supersedes all prior agreements, arrangements, representations and understandings, and no reciprocal or other terms may be inferred or implied.
   2. In accepting the employment, you are agreeing that you have not relied on any representations of the employer or its representatives, other than the express terms in this document.
   3. The terms and conditions of this contract may only be varied by a written agreement signed by both you and the employer. Even if the nature of your position or aspects of your employment change from time to time, this contract will continue to determine your contractual terms and conditions unless and until otherwise agreed in writing.

**If you have any questions about the terms and conditions of employment that you wish to clarify prior to acceptance, please don’t hesitate to contact [insert contact person] on [insert phone number].**

Yours sincerely,

[Insert name]

[Insert position]

**Employee’s acceptance**

I, [insert name of employee], have read and understood this letter and accept these terms and conditions with [insert company/partnership/sole trader name and the trading name of business – e.g. ABC Pty Ltd trading as Superb Medical Services] [ABN XX XXX XXX XXX] (“the employer”) on the terms and conditions set out in the letter.

Dated:

Signed:

*PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS*

**Schedule A**

**POSITION DESCRIPTION**

**Overview of the Position**

The key purpose of the position is to [insert short summary].

**Principal Duties & Accountabilities**

The principal duties and accountabilities of this position include the following:

* [insert];
* [insert];
* [insert]; and
* any other duties the employer may assign to you from time to time, having regard to your skills, training and experience.

**Schedule B**

**CONFIDENTIALITY DEED**

I, [full name of employee], of [employee’s address] make the following acknowledgements and undertakings in favour of [insert company/partnership/sole trader name and the trading name of business – e.g. ABC Pty Ltd trading as Superb Medical Services] [ABN XX XXX XXX XXX] (“the practice”).

1. I acknowledge that:
   1. I already have or will become privy to a range of information about the practice, its patients, staff and/or suppliers which is private and/or confidential in nature;
   2. in my capacity as a representative of the practice, I must take all reasonable steps to comply with and prevent any breach of the Australian Privacy Principles and other health industry regulation which applies to personal information (including but not limited to sensitive health information) that is collected or held by the practice;
   3. for the purposes of this deed, ‘confidential information’ includes:
      * all information about patients, staff or suppliers of the practice including any personal or health information about any of them;
      * all patient records, reports and investigations;
      * information or business records relating to the practice, including: payroll information; pricing structures; financial or accounting records, plans or proposals; financial transaction records or information, including transactions involving Medicare or other statutory bodies; information about staff or supplier contracts or arrangements; rostering information; security codes, data or practices; marketing or business development plans or proposals; the source codes or operating data supporting any software used by the practice;
      * trade secrets, including procedural ‘know how’ used in the practice;
      * any other information or know how which is communicated to me in connection with my employment by the practice that is expressed or marked as private or confidential, or which a reasonable person would believe to have been communicated in confidence;

whether such information is recorded or communicated orally, in writing or in any other form (e.g. in a digital format), but not including information that has already been published or become a matter of public record (other than where this has occurred because of a breach of confidence by me or by any other person connected with the practice).

1. At all times, including after my employment with the practice ends, I undertake that I will not use, disclose, copy, record, reproduce or destroy any confidential information except:
   1. to the extent reasonably required for the proper performance of my employment with the practice; or
   2. with the express written consent of the business and/or person to whom the information relates; or
   3. to a personal financial, legal or industrial advisor, or to my spouse or next of kin, to assist them to provide me with advice or representation in connection with my employment by with practice or my personal affairs, but only to the extent:
      * it is reasonably necessary to disclose the information to obtain such advice or representation; and
      * any person to whom I disclose information has first undertaken to keep the information confidential and to use it only for the purpose disclosed; and
      * the information disclosed does not include any personal information about any other individual; or
   4. if I am required to do so by law.
2. If I am issued with a subpoena, notice to produce or any other legal order or direction that requires me (or is likely to require me) to disclose any confidential information, I will notify the practice at the first available opportunity and will fully cooperate with any lawful processes commenced, or directions given to me, by the practice with a view to protecting the confidentiality of the information prior to its disclosure.
3. I acknowledge and agree that if I breach any undertakings in this deed, I may be liable for the payment of civil penalties (e.g. for a breach of legislation), damages to the practice (and/or to other persons affected by the breach) and that if the breach occurs while I remain employed by the practice, it may constitute grounds for disciplinary action against me including immediate dismissal. I also acknowledge that damages may not be an adequate remedy for a breach of this deed and accordingly, I agree that in the event of any threatened or reasonably anticipated breach by me, the practice may obtain an injunction against me to ensure my full compliance with this deed.

**Executed as a deed.**

|  |  |
| --- | --- |
| Signed, sealed and delivered on this day .............../.............../............... at *[location]* ................................................................... by [employee’s full name]: |  |
|  | [employee’s signature] |
| In the presence of a witness: |  |
|  | [witness’ signature] |
| Witness’ full name: |  |
| Witness’ address: |  |