



EMPLOYEE AGREEMENT

between

All Access Crewing Pty Ltd
ACN 010 535 743
(the Supplier)

and

Name.....
(The Employee)

Employee Agreement

Parties

1. **All Access Crewing Pty Ltd ACN 010 535 743** of Unit 1, 8 Finsbury Street, Newmarket Qld 4051

2.

(Please print name)

Introduction

- A. The Principal conducts the Business.
- B. The Principal requires the Work to be undertaken in the operation of its Business.
- C. The Employee is able to undertake the Work, which will satisfy the Principal's requirement.
- D. The Principal wishes to engage and the Employee who has agreed to undertake the Work.
- E. The parties to this Agreement wish to record the arrangements agreed between them, such agreements to be subject to the following terms and conditions.

Operative clauses

Introduction

1. Each of the parties confirms that the Introduction to this Agreement is true and correct.

Interpretation

2. Definitions

2.1 The following words and expressions will have the following meanings respectively:

- (a) **Address for Service of Notices** means the address of each party specified at Item 3 of Schedule 1.
- (b) **Agreement** means this agreement and any attached schedules or annexures.
- (c) **Business** means the business conducted by the Principal as described in Item 1 of Schedule 1.
- (d) **Business Day** means the day on which all trading banks in the City of Brisbane are open for business.
- (e) **Commencement Date** means the date specified at Item 2 of Schedule 1.
- (f) **Fee** means the Fee outlined in Item 2 of Schedule 2;
- (g) **Laws** mean
 - (i) all Federal and State Parliamentary acts and any regulations, by-laws, ordinances and orders made under such acts; and
 - (ii) the lawful requirements of any public, municipal or other authority that apply to the Employee or to the Work.
- (h) **Party or Parties** means the parties to this Agreement and includes the Partners.
- (i) **Schedule or Schedules** means the schedule or schedules attached to and forming part of this Agreement.
- (j) **Termination Notice Period** means the period specified at Item 4 of Schedule 1.
- (k) **Work** means the work outlined in Item 1 of Schedule 2.
- (l) **Health and Safety** outlined in Schedule 2

3. Interpretation

3.1 Unless the contrary intention appears or the context otherwise requires or admits:

- (a) Words importing the singular will include the plural and words importing one gender will include the other genders;
- (b) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or other entity;
- (c) A reference to party or parties means the parties to this Agreement and includes the party's Related Entities, executors, administrators, successors and permitted assigns and substitutes;
- (d) Headings are for convenience of reference only and will not affect the construction or interpretation of the

provisions of this Agreement;

- (e) A reference to a clause will be to the clauses of this Agreement;
- (f) Any agreement, representation, warranty or indemnity by two or more parties (including when two or more persons are included in the same defined term) binds them jointly and severally;
- (g) Any agreement, representation, warranty or indemnity in favour of two or more parties (including when two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (h) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) A reference to A\$, \$A, dollar or \$ is to Australian currency;
- (j) In the event of any inconsistency between the provisions of this Agreement and the provisions of any other document executed pursuant to this Agreement, the provisions of this Agreement will prevail;
- (k) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed

Employee Handbook

4. The Employee acknowledges having received a Employee Handbook from the Principal.
5. The parties agreed that the provisions of the Employee Handbook form part of this Agreement and that each party is to be bound by them accordingly.

Term

6. This Agreement will commence on the Commencement Date and continue until terminated by the parties in accordance with this Agreement.

Duties of Employee

7. The Employee must:
- 7.1 Be able to work on a casual basis;
 - 7.2 Carry out the Work:
 - (a) Given to it from time to time by the Principal;
 - (b) As directed by the Principal or the client of the Principal for who the Work is being undertaken;
 - (c) Exercising reasonable skill, care and diligence;
 - (d) In a timely manner;
 - 7.3 At its own expense supply all tools, plant and equipment required to be used by it in undertaking the Work;
 - 7.4 At its own expense, keep effective and maintain any qualifications registrations necessary to provide the Work.

Duties of Principal

8. The Principal must:
- 8.1 At its own expense, will pay for and arrange public liability insurance and workcover insurance in respect of the Work;
 - 8.2 Notify the Employee of any matter that may affect the scope of the Work immediately when it becomes aware of it; and
 - 8.3 Cooperate with the Employee and not interfere with or obstruct the proper performance of the Work.

Remuneration

9. Fee

- 9.1 The Principal will pay to the Employee the Fee as per the award.

10. Timesheets

Prior to receiving the Fee, the Employee is to deliver to the Principal as required

Expenses

11. The Employee will be reimbursed by the Principal for all expenses reasonably and properly incurred in the exercise of its duties under this Agreement and that are authorised by the Principal.
12. The Principal requires claims for expenses under clause 11 to be in writing and supported by documentation or receipts.

Warranty

13. The Employee warrants that it, its employees and agents are competent and have the necessary skills to carry out the Work.

Indemnity

14. The Employee indemnifies the Principal in respect of:
- 14.1 all and any costs and expenses which the Principal will or may become liable for in relation to the performance of the Work by the Employee under this Agreement;
- 14.2 all damage, loss or injury to persons or property caused by and any expense incurred due to any fault arising out of the Work undertaken by the Employee; and
- 14.3 all actions, costs, charges, claims and demands made against the Principal in respect of a breach of any Laws by the Employee.
15. Any loss, damage or injury mentioned in clause 14 will be made good at the Employee's expense and may be deducted from any monies due or becoming due to the Employee from the Principal.
16. The indemnities in clause 14 extend to and include all costs, damages and expenses incurred by the Principal in defending and/or settling any of the matters mentioned in clause 14 including without limitation any legal costs and disbursements on a full indemnity basis.

Restraint

17. Goodwill

- 17.1 The Employee acknowledges that:
- (a) The goodwill of the Business has been built up over a substantial period of time; and
- (b) The Employee may become familiar with some or all the Employees of the Business, and privy to confidential information.
- 17.2 Having regard to the circumstances set out in 17.1(a) and 17.1(b), competition by the Employee with the Principal will:
- (a) Seriously diminish the goodwill of the Business;
- (b) Detrimentally affect relationships between the Principal and its Employees and such prospective Employees as the Principal may be cultivating; and
- (c) Result in confidential information becoming available to the Principal's competitors.

18. Non Solicitation

- 18.1 In consideration of the parties entering into this Agreement and to reasonably protect the goodwill of the Business, it is agreed that without the prior written consent of the Principal, the Employee will not during the continuation of this Agreement and for a period of twelve (12) months after the termination of this Agreement, whether directly or indirectly, for the period specified in this clause:
- (a) induce or solicit or accept the approach of any employee or other person engaged by the Principal to leave the employment or engagement of the Principal or to commence employment or other type of engagement with the Employee or any other person or entity; or
- (b) induce or solicit or accept the approach of any client, past or present, of the Business, with the view to performing the business of that Employee by the Employee or any other person or entity.
- 18.2 In this clause, a reference to Employee will include any other person or entity in which the Employee has any connection or involvement with (no matter how remote) including any company in which the Employee is a director, shareholder, employee, in partnership with or agent or any other relationship whatsoever.
- 18.3 The parties agree that any combination of the acts referred to in clause 18.1 would be unfair and calculated to damage the Business.
- 18.4 The Employee agrees that each of the separate covenants and restraint in this clause 18 are reasonable.
- 18.5 The parties agree that if any provision of this clause is considered excessive or invalid by any court, or at any other time at the discretion of the Principal, the Principal may notify the Employee of a variation of this clause specifying a reduced obligation and or period and upon service of such notice, the obligation and or period will be so reduced and the parties agree to be bound by the provisions of this clause as varied by the notice. Nothing in this clause will prevent any court from reading down the restraint if such court is

empowered to do so in order to validate such restraint.

19. Confidential Information

- 19.1 None of the parties will disclose any information of the other party or of the Business which is confidential without the consent of the other party (which will not be unreasonably withheld) provided always that that obligation will not apply to:
- (a) Disclosures required by law or requirement of any regulatory body, court or tribunal;
- (b) Information which is in or comes into the public domain other than as a result of a breach of this Agreement;
- (c) Disclosures to the financial, accounting or legal advisers of the parties where reasonably required and provided appropriate confidentiality undertakings are obtained;
- and neither party will use any such confidential information other than for the purpose for which it was provided to that party.

Nature of Relationship

20. It is hereby expressly agreed and declared that the Employee is independent of the Principal.
21. It is hereby acknowledged and declared that nothing in this Agreement will be construed so as to create between the Principal and the Employee the relationship of partnership.
22. The Employee is not the agent of the Principal and otherwise has no authority to bind the Principal in any way.

Variation

23. Any variation of this Agreement must be in writing.

Termination

24. Events of Termination

- 24.1 This Agreement will terminate by:
- (a) If a party has breached this Agreement, upon the other party notifying that party in writing that the Agreement is terminated;
- (b) If a party has not breached this Agreement, upon one party giving the other party a notice in accordance with the Termination Notice Period;
- (c) The Principal entering into a contract to sell the Business; or
- (d) The dissolution of the Business or the appointment of a trustee in bankruptcy of the whole or any part of the assets, rights or revenue of the Business.

General

25. Assignment

- 25.1 No party will be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be given or withheld, or given on conditions, in the absolute discretion of the other party.
- 25.2 Before an assignment, the assignor will procure the assignee to enter into a deed in which the assignee covenants to be bound by this Agreement, including (without limitation) this clause.

26. Governing Law

- 26.1 This Agreement will be governed and construed in all respects in accordance with the law of Queensland.

27. Notices

- 27.1 A notice, demand, consent or communication under this Agreement must be:
- (a) In writing and in English directed to the recipient's Address for Service of Notices; and
- (b) Hand delivered or sent by pre-paid post or facsimile to that address.
- 27.2 A notice takes effect when received (or at a later time specified in it) and is deemed to be received:
- (a) If hand delivered, on delivery;
- (b) If sent by pre-paid post, two (2) Business Days after the date of posting (or seven (7) Business Days after the date of posting if posted to or from outside Australia);
- (c) If sent by facsimile, when the sender's facsimile generates a message confirming successful transmission of the notice in its entirety.
- 27.3 If the delivery, receipt or transmission of a notice is not on a Business Day or outside the hours of 9:00 am to 5:00 pm on

a Business Day in the time zone of the recipient, the notice is taken to be received at 9:00 am on the next Business Day.

28. **Severability**

28.1 Part or all of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining parts of the provision or provisions of this Agreement continue in force.

29. **Entire Agreement**

29.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with the subject matter.

30. **Costs**

30.1 Each party must pay its own costs of negotiating, preparing and executing this Agreement.

31. **Survival**

31.1 Any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement also survives termination of the Agreement.

32. **No merger**

32.1 The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

33. **Further Action**

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

34. **Waiver**

34.1 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising a right, power or remedy given to it by this Agreement. 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.

Execution

EXECUTED as an Agreement on the __ day of _____, 200_.

SIGNED by the said Supplier **All Access Crewing Pty Ltd ACN 010 535 743** in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Sole Director/Secretary

SIGNED by the said Employee _____ in the presence of:

Witness

Schedule 1

1. Business

1.1 The business conducted by the Principal is known as All Access Crewing and is located at Unit 1, 8 Finsbury Street, Newmarket Qld 4051. It facilitates national and international entertainment events and provides amongst other things:

- | | | | |
|----------------------------|-----------------------------|--------------------------|----------------------|
| - Stage crew; | - Lighting technicians; | - Tour management; | - Makeup assistants; |
| - Stage riggers; | - Stage managers; | - Follow spot operators; | - Truck drivers. |
| - Forklift operators; | - Assistant stage managers; | - Sound technicians; | |
| - Elevated work platforms; | - Production management; | - Wardrobe assistants; | |

2. Commencement Date

2.1 The Commencement Date of this Agreement is the _____ day of _____ 12

3. Address for Service of Notices

3.1 The addresses for service of notices for the parties are as follows:

(a) **All Access Crewing Pty Ltd** ACN 010 535 743

(i) Address: Unit 1, 8 Finsbury Street
Newmarket Qld 4051

(ii) Facsimile No: 07 3352 7698

4. Termination Notice Period

4.1 The termination notice period will be fourteen (14) days.

Schedule 2

1. Work

1.1 The work to be provided by the Employee to the Principal in accordance with this Agreement is that which the Principal notifies to the Employee from time to time.

2. Fee

2.1 The fee to be paid to the Employee by the Principal in accordance with this Agreement is that which is notified to the Employee by the Principal in the-Employee Handbook from time to time.

2.2 Schedule of Service to be provided including costs

2.3 \$ _____ Per hr flat rate on working days.

2.4 Days off will be paid atper day off (if applicable) Only If on tour as negotiated

2.5 Per Diems of \$..... per day (if applicable)Only If on tour as negotiated

2.6 Travel time \$.....(if applicable)Only If on tour as negotiated

2.7 Payment of Fees will be made upon delivery of invoices from contractors that have been checked by the Administration Officer and will be paid within 14 days of the service provided.

3. Health and Safety

3.1. The Employee must take all reasonable steps to ensure their safety while at work and that any of their actions or any inaction while at work does not cause harm to any other person.

3.2. The Employee must be familiar with and comply with the Employer's health and safety policies and procedures at all times. Failure to do this may lead to disciplinary action being taken, which may include termination of employment.

3.3. The Employee must report to management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.

3.4. If the Employee has any concerns in relation to safety or the safety of others in the workplace, they must report it to the Employer who will take steps to provide and maintain a safe work environment.

3.5. The employee must hold a blue card or whitecard for WH&S induction