

<Print on your business letterhead>

<Date>

Private and confidential

<Insert employee's full name>

<Insert employee's residential address>

Dear <insert name>

Letter of engagement

We are pleased confirm an offer of **full/part-time** employment with **Company Pty Ltd (the Company)** in the position listed at Item 1 of Schedule 1. You will be based in the location listed at Item 4 of Schedule 1.

If you wish to accept this offer, please return a signed copy of this letter. Your commencement date will be **DATE**.

Please note that your employment will be subject to the following conditions:

1. Licensing with [**Racing Regulatory Body**]
2. Completion of a Medical Questionnaire and Medical Examination (if required); and
3. The satisfactory of a criminal history check.

We recommend that you retain a copy of the signed Agreement.

We are excited to welcome you to our team and to have you contribute to the continued success of **Company Pty Ltd**. If you have any questions, please feel free to reach out **Name and Email**.

Yours sincerely,

Name

Position

Company Pty Ltd

1. Position

- 1.1. Your employment will be **<full-time/part-time>**.
- 1.2. Your employee classification is set out in Item 1 of Schedule 1.
- 1.3. Your commencement date is set out in Item 2 of Schedule 1.
- 1.4. The position description is set out in Schedule 2. 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.
- 1.5. You will be required to perform your duties at location listed in Item 4 of Schedule 1 or elsewhere as reasonably directed by the Company.

2. Probation

- 2.1. A probation period will apply for the first 3 months of your employment. During this time we will assess your suitability for ongoing employment in the position.

2.2. During the probation period you or the Company may end your employment by providing one (1) week notice in accordance with the table in clause 12.1 below.

2.3. Before the conclusion of the Probationary Period, the Company will review your performance and either:

- a. Confirm your appointment and your employment will continue on the terms and conditions set out in this Agreement; or
- b. Terminate your employment.

3. Terms and conditions of employment

3.1. Unless more generous provisions are provided in this letter, the terms and conditions of your employment will be those set out in the *Horse and Greyhound Training Award 2020* (Award) and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009* (**NES**). Neither the Award nor any applicable legislation are incorporated into your contract of employment.

3.2. A link to the NES is available at Schedule 3 of this Agreement.

3.3. You will report to the person specified at Item 5 of Schedule 1.

4. Ordinary hours of work

4.1. Your ordinary hours of work will be <insert number of hours: 38 if full-time> per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.

4.2. Your usual hours of work are listed at Item 3 of Schedule 1, however they are subject to amendment pursuant to clause 5.

4.3. You will be required to work every second Sunday for 3 hours, all such work performed on a Sunday shall be at 200% of the relevant minimum wage per hour with a minimum of three hours.

4.4. You are entitled to a 15 minute paid break during the morning of each working day at a time arranged by the Company.

4.5. You are entitled to a 30 minutes unpaid meal break each working day at a time arranged by the Company.

4.6. Any proposed changes to your rostered ordinary hours of work will be discussed with you prior to any rescheduling.

5. Changes to positions, duties, remuneration or location

5.1. You acknowledge and accept that the Company may alter your position, Position Description, duties, responsibilities, hours of work, roster reporting channels and remuneration in accordance with the needs of the Company's business from time to time. You may also be redeployed to another position having regard to your skills, experience and competency.

5.2. If the Company makes a change under clause 5.1, your employment with the Company will continue subject to the terms of this Agreement, unless varied or replaced by an agreement agreed to by both parties in writing.

5.3. The Company will consult with you before making any changes to your employment.

6. Remuneration

6.1. You will be paid <weekly/fortnightly> at the rate set out in Item 6 of Schedule 1.

6.2. The Company will also make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

6.3. If board and lodging are provided on or adjacent to the training facility, you authorise the Company to deduct **\$XX** from your weekly wages for the cost of board and lodging.

6.4. In accordance with clause 17.4 of the Award, the Company may agree to you taking time off instead of paying overtime for a particular period worked by you. Time off must be taken within a period of six (6) months of when the overtime was worked, at a time agreed to between you and the Company.

7. Allowances

7.1. You will be paid a racecourse attendance allowance pursuant to the Award.

7.2. You will be paid a transport allowance pursuant to the Award.

7.3. You will be paid a meal allowance pursuant to the Award.

7.4. You will be paid a travel allowance pursuant to the Award.

7.5. Track riders will be paid a boots, cap and vest allowance pursuant to the Award.

8. Protective Clothing

8.1. Where it is necessary for you to wear protective clothing pursuant to the Award, you will be reimbursed by the Company the cost of the purchase on the proviso that written permission for the purchase was obtained prior to the purchase.

8.2. Any protective clothing provided by the Company or paid for by the Company, remains the property of the Company and must be returned at the end of your employment pursuant to clause 14.

9. Leave

9.1. You are entitled to leave (e.g. annual leave, personal/carer's leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the Award and the **NES**.

9.2. Should the Company decide to shut down all or part of its operation for a particular time period, it may require you to take annual leave after giving one (1) month written notice, or less if agreed upon between the Company and a majority of employees.

9.3. Where you have accumulated an excessive amount of annual leave, as defined in the Award, you may be directed by the Company to take a period of leave.

9.4. Where you have accumulated more than four (4) weeks of annual leave, you may elect to cash out your annual leave, in accordance with the Award, subject to the approval of the Company. When requesting a cash out of annual leave, complete the form in Schedule 4 of this Agreement.

9.5. You may request to take annual leave in advance before you have accrued an entitlement to the leave, subject to the Company's approval. When requested annual leave in advance, complete the form in Schedule 5 of this Agreement.

10. Public Holidays

10.1. Public holidays are not set out in the NES as amended from time to time.

10.2. In accordance with the Fair Work Act 2009, where the Company requires you to work on a public holiday, the Company must reasonably request more than one (1) month in advance that you work on that public holiday.

10.3. You have the right to refuse unreasonable requests to work on a public holiday. Refusals must be made in writing to your supervisor at least one (1) month prior to the public holiday.

10.4. When you work a public holiday, you will be paid in accordance with the public holiday provisions of the Award.

11. Your obligations to the employer

11.1. You will be required to:

- a. perform all duties to the best of your ability at all times;
- b. use your best endeavours to promote and protect the interests of the Company; and
- c. follow all reasonable and lawful directions given to you by the Company.

12. Termination of employment

12.1. Under the *Fair Work Act 2009* the Company may terminate your employment at any time by providing you with notice in writing in accordance with this table:

Length of continuous service with employer	Period of notice
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

12.2. You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.

12.3. If you wish to terminate your employment you are required to provide the Company with prior notice in accordance with the table at 12.1 above.

13. Summary Dismissal

13.1. The Company may terminate your employment immediately without notice and without the payment of any remuneration or other benefits, other than remuneration or benefits accrued to the date of termination, if:

- a. The Company has reasonable grounds to suspect that you have engaged in misconduct, including but not limited to:
- b. being under the influence of alcohol, pharmaceuticals or illegal drugs during work hours or whilst on the Company's premises, its clients or the premises of any potential client of the Company;
- c. dishonesty, stealing, theft, fraud, or any other criminal behaviour, or civil behaviour that will detrimentally affect the Company;
- d. fighting, assault and violent behaviour;
- e. being suspended or disqualified by any racing authority;
- f. cruelty to animals or mistreatment of animals;
- g. discrimination, sexual harassment, bullying, or other offensive or obscene behaviour;
- h. possession of offensive weapons or combustible substances;
- i. use of the Company's email/internet for the downloading of pornography;
- j. making false or misleading statements on your employment application;
- k. committing any serious or persistent breach of this Agreement, or a consistent failure to carry out your duties under this Agreement;
- l. not complying with the health and safety obligations including any duties that may exist under the Workplace Health & Safety Act 2011 and Workplace Health & Safety Regulations;

- m. failure to comply with a lawful and reasonable direction given by the Company, a breach of confidentiality or serious misconduct;
- n. Commission of any act not specified above which at common law would entitle the Company to end your employment summarily; and
- o. Failure to maintain any licenses relevant to your employment.

13.2. you engage in conduct that causes, or may cause, imminent and serious risk to:

- a. the health or safety of a person;
- b. the health and welfare of animals; or
- c. the reputation, viability or profitability of the Company's business.

13.3. If your employment is terminated summarily without notice or payment in lieu of notice, you will only be paid up to the date of termination.

13.4. If you are absent from work for a continuous period of three (3) days without notice or without the consent of the Company, it shall be deemed that your contract of employment has been terminated at your initiative.

14. Return of Company Property

14.1. Upon termination of this Agreement your employment with the Company will immediately cease and you must:

- a. pay or repay to the Company all sums of money (if any) which you then owe the Company whether those sums are then due to be paid or not;
- b. immediately deliver up to the Company without limitation all records, documentation, memorandum, reports, papers, documents and electronically stored data in your possession or control (including copies), equipment, tools, uniform, mobile phone, credit cards and any other property belonging to the Company to the satisfaction of the Company. You shall return any Company property in good condition except reasonable wear and tear.

14.2. The Company reserves the right to deduct from your final pay an amount equal to any equipment that has not been returned, or equipment that has been returned but in poor condition.

15. Incapacitation

15.1. Notwithstanding any other provision in this Agreement, subject to any applicable legislation, your employment may also be terminated if you are declared medically unfit to perform your duties or if you become incapacitated by illness or injury of any kind which prevents you from performing your duties for a period in excess of three (3) consecutive months or any periods aggregating in excess of three (3) months over one (1) year.

15.2. Where the Company has reasonable cause to be concerned about your capacity to safely discharge the inherent requirements of your position, the Company may direct you to undergo a medical examination by a medical professional nominated by the Company in order to assess your ongoing suitability for work.

16. Abandonment of Employment

16.1. If you are absent from work without explanation for a continuous period of three (3) or more working days, without the consent of the Company, you will be deemed to have abandoned your employment.

16.2. Termination of employment by abandonment will become effective after the Company has made three (3) attempts to contact you to enable your return and to advise you of the implications of your continued unauthorised absence.

16.3. Once effective, you will be notified of your termination of employment by abandonment in writing.

17. Suspension and Stand Down

17.1. Where the Company considers it necessary, it may suspend you from your duties without pay:

- a. whilst it investigates any concerns relating to your conduct or performance as an employee; or
- b. for any other reason.

17.2. Where the Company considers it necessary, it may stand you down without pay if it cannot usefully utilise your services.

18. Drug and Alcohol Policy

18.1. You acknowledge the Company has a zero tolerance on drugs and alcohol in the workplace on the basis that drugs, and alcohol can affect your ability to safely and properly perform your duties.

18.2. You acknowledge that the Company reserves the right to perform drug and alcohol testing on you, and any failure to provide a sample to any request for a drug and alcohol test will be grounds for summary instant termination.

18.3. This clause 18 is an essential term of this Agreement.

19. Social Media Policy

19.1. Social Media means all internet usage including but not limited to email, personal blog sites, forum discussions, Facebook, X (formerly known as Twitter), TikTok, LinkedIn, Wikipedia, Instagram, Sportsbet and Pinterest that may be used by you and any person who may reside with you, whether an immediate family member or a third party.

19.2. You must always adhere to the Australian Rules of Racing restrictions on social media.

19.3. You acknowledge and agree that you and any third party will not at any time during your employment or at any time after your employment has ended publish, comment, post, or upload any material including photographs which are disparaging or defamatory in nature, even if implied, on Social Media about the Company, its staff, clients, customers, suppliers related entities, or any other affiliates and stakeholders of the Company.

19.4. You must not join any online groups or communities that act against the interests of the racing industry.

19.5. You acknowledge and agree that you will not cause or direct any third party to undertake the actions outlined in this clause.

20. Privacy

20.1. You consent to the Company collecting, using, disclosing to third parties and transferring overseas to its related companies your personal information for the purpose of your employment and for purposes related to that purpose.

21. Workplace Surveillance

21.1. From the commencement of your employment, on an ongoing basis, your use of the Company's computers and IT systems, including your internet and email use, will be subject to continuous monitoring through the use of software, in accordance with the Company policy.

21.2. From the commencement of your employment, on an ongoing basis, you may be subject to camera surveillance through visible cameras on the Company's premises, listening device

surveillance and tracking surveillance in accordance with the Company's Surveillance Policy for security and operational purposes. You consent to being monitored and recorded and the Company use of these recordings.

21.3. The Company may use the surveillance records for any purpose, including purposes related to your employment or the employment of other Company employees or contractors. Access to recorded material will be strictly limited to authorised personnel.

21.4. You may consult with the Company about the use of surveillance at any time.

21.5. You consent to the Company undertaking the surveillance set out in this clause 21.

22. Correct information

22.1. You warrant that:

- a. All representations, whether oral or in writing, made by You as to qualifications and experience in applying for this position are true and complete;
- b. There are no liabilities, encumbrances, debts, attachments or other matters that would interfere with your ability to discharge any obligations under this Agreement;
- c. You have not deliberately failed to disclose any matter which may have materially influenced the Company's decision to employ you; and
- d. Holding a valid licence is an essential term of your employment. If You lose your driver's licence while employed by the Company you must immediately report it to the Company. A decision will then be made by the Company as to whether you will be immediately dismissed or whether your duties can, at the Company's discretion, be changed so that You can continue working. This may change your position, hours and remuneration.
- e. You have disclosed to the Company any injuries and/or illnesses previously suffered that may affect your ability to effectively carry out your functions and responsibilities within the employment; and
- f. This Agreement may be terminated in the event that either You, or other persons or bodies, do not supply the information requested by the Company, or the information supplied is found to be incorrect or misleading or is not satisfactory.
- g. No acquaintances of You or members of your family are to enter the Company's property without first signing in at the Company's office. Should the office be unattended, then entry is forbidden without express permission from senior management. All family and visitors are to be confined to your accommodation and its immediate surrounds. Visitors are not allowed to enter stables, paddocks or any other area where horses are contained.

23. Right to Work in Australia

23.1. This Agreement is subject to you having valid rights to be employed and work in Australia. Should your work rights in Australia not be valid, this Agreement will be void.

24. Health

24.1. The Company may require you to complete a medical questionnaire and/or undergo a pre-employment medical examination at our discretion;

24.2. The Company may further require you to submit to a medical examination or drug test at any time during your employment for the purposes of determining your ongoing suitability to safely perform certain works and tasks.

24.3. You must advise the Company in writing if you have or develop any physical or psychological conditions that may impact your ability to perform the duties outlined in Schedule 2.

24.4. Failure to disclose any known condition may impact your entitlement to compensation for any recurrence, aggravation, acceleration, exacerbation, or deterioration of a pre-existing condition.

25. Exclusive Engagement

25.1. You will not engage in any employment or provide any services to any person or entity other than the Company during your employment without the Company's prior written consent.

26. Policies and Procedures

26.1. You acknowledge that during your employment, the Company may from time to time implement various policies, procedures, manuals, or guidelines (collectively referred to as "Policies") relating to workplace matters.

26.2. These policies are not incorporated into this Agreement, and they do not form part of its terms, whether expressly or impliedly.

26.3. The Company may introduce, amend, withdraw or replace any such Policies at its absolute discretion. To avoid doubt, no Policy shall give rise to any enforceable contractual obligation on part of the Company, nor shall any failure to follow a Policy constitute a breach of this Agreement.

26.4. You agree to comply with the Company's Policies as a condition of your ongoing employment, provided that such compliance does not create any legal obligations on the Company beyond those set out in this Agreement.

27. Confidentiality

27.1. By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the Company, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the Company, including but not limited to client lists, trade secrets, client details and pricing structures.

27.2. This clause 27 is an essential term of this Agreement.

28. Severability

28.1. If a clause or part of a clause can be read in the way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

28.2. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

29. Waiver

29.1. Failure of the Company at any time or from time to time to require performance of any of your obligations under this Agreement shall not in any way affect the right of the Company to enforce any provision of this Agreement at a subsequent time and the waiver by the Company of the rights arising out of any breach shall not be construed as a waiver of any right arising out of any subsequent breach of the Agreement by you.

30. Variation

30.1. This Agreement may only be varied in writing signed by both parties.

31. Governing Law and Jurisdiction

31.1. This Agreement is governed by the laws of [Victoria/New South Wales]

31.2. Each party irrevocably agrees that the courts of Victoria shall have exclusive jurisdiction to hear, settle or determine any dispute, controversy, or claim (whether contractual in nature or not) arising out of or in connection with this Agreement.

32. Counterparts

32.1. This Agreement may be executed in any number of counterparts, including by exchange of signed counterparts by hand delivery, post, email or a combination thereof. All counterparts taken together shall comprise the Agreement.

33. Electronic Execution

33.1. This Agreement or any individual counterpart may be executed by the use of electronic or digital signature.

34. Entire agreement

34.1. The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the Company.

34.2. The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the Company.

35. Legal Advice

35.1. You acknowledge and agree that you have been given the opportunity to seek independent advice about this Agreement and have had sufficient time to do so. In accepting the Company's offer of employment, you have not relied on the advice of the Company or its representatives about the meaning of this Agreement.

36. Declaration and Signature

If you have any questions about the terms and conditions of employment, please don't hesitate to contact <insert contact person> on <insert phone number>.

To accept this offer of employment please return a signed and dated copy of this letter to me by <insert date>.

Yours sincerely,

<Insert name>

<Insert position>

I have read and understood this employment agreement and accept and agree to the terms and conditions of employment contained in this agreement.

Name

Signature:

Date:

Schedule 1

Item 1	Classification	[insert]
Item 2	Commencement Date	[insert]
Item 3	Hours of work	[insert]
Item 4	Work Location	[INSERT]
Item 5	Reporting to	[insert]
Item 6	Remuneration	Horse and Greyhound Training Award 2020 \$[insert] per week

Schedule 2

Position description

Schedule 3

<https://www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf>

Schedule 4

Agreement to Cash Out Annual Leave

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule 5

Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: _____ hours/days

The leave will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

I agree that: if, on termination of the employee's employment, the employee has not accrued an entitlement to a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount already paid to the employee in respect of that annual leave taken.

Name of parent/guardian: _____

Signature of parent/guardian: _____

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS