



# Mangrove Yoga Ashram

Yoga Association of Mangrove Mountain Inc ABN 48 596 099 032

## Date

## Private and Confidential

[Legal Name]

[Spiritual Name]

[Trading As]

[ABN]

[Address]

[Address]

(the "Contractor")

Dear [Name]

On behalf of Yoga Association of Mangrove Mountain Ltd (ABN 48 596 099 032) ("the Ashram"), I am pleased to engage your business on the terms and conditions set out below.

## Period of Contract

This Contract will commence on **Start Date** and will continue until terminated in accordance with this Contract. You will be contracted for the period as defined in the Duration as defined in Schedule "A".

## Position and Classification

You will be contracted in the position of **Position Title**. Your duties and related tasks are contained in the Position Description and Classification Document in Schedule "A", attached to and forming part of this Contract.

## Probation Period

Your contract will be subject to a probationary period of **3 months**.

Feedback concerning your performance will be provided at a performance review to be undertaken prior to completion of the probationary period. If there is concern as to your suitability for the position, the Ashram reserves the right to extend the probationary period for a further three months.

During the probationary period either party may terminate this Agreement by the provision of one day's notice. Where notice is provided by the Ashram, it may make an equivalent payment in lieu of notice. Should you resign but fail to work out your notice you shall forfeit the wages you would have earned had you worked out the notice period.

## Reporting

You will report to the **Title**, however, the Ashram may change your reporting arrangements in accordance with the needs of the business.



Your primary location for work will be 300 Mangrove Creek Road, Mangrove Creek, NSW, 2250. However, the Ashram may require you to work from home or at other locations in accordance with the needs of the business.

## Hours

The Ashram's usual office hours are **Define start and finish times, Days to be worked**. You are expected to work **Hours as Number, e.g. 30** ordinary hours per week, averaged over 26 weeks or the maximum period permissible, within the Ashram's usual office hours. However, reasonable additional hours to achieve the efficient and effective performance of your duties will be required.

Your required hours of work are specified in the Position Description document in Schedule "A".

Due to the nature of your role, you may be required to work outside normal business hours and to adopt a degree of flexibility during these times.

## Fee for Service (Fee)

Your Fee for the service provided will be **\$nn,nnn** gross per **annum or hour** and if part-time will be paid pro rata. On receipt of tax invoice and; if applicable, inclusive of GST, the cash amount of your Fee will be paid fortnightly into the business bank account of your choice. Your last instalment may be pro-rata.

You will appreciate that Fees and other contract conditions are confidential and must not be discussed with other parties of the Ashram.

Under this Contract, with regard to the Fee nominated the Ashram **will / will not** pay superannuation in addition thereto.

## Taxation

It is expressly agreed that all payments made to your business will be inclusive of all taxation considerations and; if applicable, superannuation relating thereto.

## Superannuation

In addition to your Fee, if agreed, the Ashram will contribute compulsory employer superannuation guarantee contributions (currently at 9% of your Fee) into a complying superannuation fund nominated by you, in accordance with superannuation legislation in force from time to time.

## Expenses

You will be reimbursed for all reasonable expenses incurred in the proper performance of your duties and responsibilities which have been authorised by the Ashram in advance. In most instances, you will be prepaid an amount equal to your estimated expenses. You are required to produce evidence to the Ashram's satisfaction of payment for such expenses and repay the residual amount.



From time to time, you may be required to travel on behalf of the Ashram for varying periods. You must maintain accurate records of all Work-Related Expenses as outlined in the Ashram Policy & Procedure Guide.

You will abide by the terms of any Ashram policies, guidelines, procedures and processes concerning travel and levels of expenditure.

### **Gifts**

You agree that you will not accept any payment or other benefit in money or kind from any person as an inducement or reward for any act (including a failure to act) in connection with any matter or business transacted for or on behalf of the Ashram.

### **Performance**

In the course of your contract with the Ashram, you are required to do the following:

- (a) carry out all lawful and reasonable instructions given to you in relation to your contract;
- (b) perform your duties and responsibilities in a proper and efficient manner;
- (c) use your best endeavours to protect and promote the business of the Ashram and any Related Entity;
- (d) during work hours, devote your whole time and attention to the business of the Ashram and any Related Entity; and
- (e) comply with all laws that are relevant to the work performed by you under this Contract.

### **Performance Reviews**

Your performance will be reviewed once each year. Depending on the outcome of the review, the Ashram may, but is not required to, pay you a bonus.

During your probationary period, you are not eligible for promotion or a salary increase.

### **Ability to Perform Duties**

You represent to the Ashram that there are no limitations (including potential limitations) on your ability to fully perform all of your duties and responsibilities for the Ashram.

You warrant that you are legally eligible to work in Australia by either being a citizen, naturalized citizen, have attained permanent residency status, or possess a relevant and valid temporary visa permitting you to work in Australia. If you are not a citizen, you must provide evidence of your work status (e.g. passport showing relevant PR or visa status) by providing a certified copy to Human Resources prior to commencement. Should you be ineligible to work in Australia, your contract will immediately cease from the date of such ineligibility.

You further agree that you will not breach continuing obligations arising from any prior contract in the performance of your duties and responsibilities for the Ashram, including, but not limited to, confidentiality obligations.



## **Working with Children**

You also understand that as there are children present in the Ashram that you may come into contact with children (young people under the age of 18) whilst working for the Ashram. Your position has therefore been classified as child related work. You warrant that there is nothing to prevent you or any of your designates from working with children, including prior or pending convictions for crimes against children. You agree to submit an Working With Children Application Declaration and Consent form prior to commencing your contract with the Ashram. You understand that your contract with the Ashram is subject to you being approved by the relevant NSW state authority to work with children.

You warrant that any information provided by you to the Ashram prior to signing this Contract is true and correct to the best of your knowledge.

You understand that any breach of the provisions contained in this clause will constitute grounds for immediate termination of your contract.

## **Ashram Policies and Guidelines, Procedures and Processes**

As an employee of the Ashram you are required to comply with our policies, guidelines, procedures and processes as they relate to your contract as varied from time to time. Such policies, guidelines, procedures and processes do not form part of your Contract.

Information about the Ashram's policies, guidelines, procedures and processes are available from Human Resources.

A breach of the Ashram's policies, guidelines, procedures and processes may result in disciplinary action, including the immediate termination of your contract.

## **Discrimination / Harassment / Bullying**

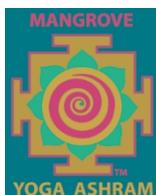
The Ashram is committed to providing a workplace that is free of all forms of discrimination, harassment and bullying. As an employee, you must also fulfil your obligations under relevant legislation and a failure to do so will be regarded as serious misconduct, which may result in immediate termination of your contract.

## **Other Contracts and Conflicts of Interest**

During your contract with the Ashram you must not, either directly or indirectly, be involved in any firm, corporation, entity or business (whether as principal, agent, partner, shareholder, director, employee, consultant or otherwise) which:-

- (a) conflicts with or could potentially conflict with the business of the Ashram;
- (b) competes with or could potentially compete with the business of the Ashram;
- (c) impairs or could potentially impair your ability to act in the best interest of the Ashram;

Unless otherwise agreed between you and the company in writing.



## Resignation / Termination

Except during any probationary period, the Ashram may terminate your contract on 4 week's notice in writing, and you are required to give the Ashram 4 week's notice in writing of your resignation. Notice of termination provided by you does not include time whilst on annual leave.

In the event of termination or resignation, the Ashram may elect to pay you your Fee in lieu of part or all of your notice period. Alternatively, the Ashram may require you not to report for work, or provide you with altered duties, during part or all of your notice period.

Where you provide the Ashram with less than the required notice of your resignation, you agree that the Ashram may withhold from any monies due to you on termination, an amount not exceeding the amount you would have been paid under this Contract in respect of the period of notice required under this clause less any period of notice actually given by you.

Despite any other provision of this Contract the Ashram may terminate your contract without notice if you are guilty of serious misconduct or gross negligence in the performance of your duties. In such a case you will only be paid up to the date of termination.

Without limitation, serious misconduct includes:

- (a) committing any serious breach of this Contract;
- (b) engaging in wilful or deliberate behaviour that is inconsistent with the continuation of this Contract;
- (c) engaging in conduct that causes imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the Ashram's business;
- (d) refusing to carry out a lawful and reasonable instruction that is consistent with this Contract;
- (e) committing theft, fraud or assault;
- (f) committing a breach of the relevant clause in this Contract relating to your Ability to Perform Duties;
- (g) committing a breach of the Ashram's policies, guidelines, procedures and processes as set out in the relevant clause of this Contract; or
- (h) committing any form of discrimination, harassment or bullying set out in the relevant clause of this Contract.

Upon termination of your contract for any reason, any amounts owed by you to the Ashram will, to the extent permitted by law, be offset against any termination entitlements owed to you by the Ashram. That is, if you owe the Ashram any amounts as at the date you leave your contract, you agree to the Ashram deducting those amounts from any net amounts the Ashram must pay to you, to the extent permitted by the law.

Any payments made to you in respect of your notice period or other statutory entitlements will be calculated on your Fee at the time of termination.

All Property must be returned in accordance with the relevant clause of this Contract on resignation or termination of your contract.



Following resignation or termination of your contract for any reason, you agree that you will not represent yourself as being in any way connected with the business of the Ashram. You further agree that you will not disparage the Ashram, its directors, managers or employees, in any way whatsoever.

### Post Contract Restraints

You agree that on termination of your contract for any reason, you must not engage in:

- any of the activities specified in (a);
- for the periods specified in (b);
- in the locations specified in (c)

and that each combination (of each paragraph in (a), (b) and (c)) comprises a separate and distinct restraint agreement between you and the Ashram.

You must not in any capacity:

#### a) Activities

- (i) canvass or solicit, or attempt to canvass or solicit, the business or custom of any Client, or provide Services to any Client;
- (ii) induce or encourage any Client to terminate or to not renew any business relationship, contract or arrangement that Person has with the Ashram;
- (iii) induce or encourage any employee of or consultant to the Ashram to terminate or to not renew any business relationship, contract or arrangement that Person has with the Ashram;

#### (b) Periods

- (i) during the period of 6 months from the date of termination of your contract;
- (ii) during the period of 3 months from the date of termination of your contract;
- (iii) during the period of 1 month from the date of termination of your contract;

#### (c) Location

- (i) in Australia;
- (ii) in NSW;
- (iii) within the metropolitan areas of Sydney;

Each of the restraint agreements in this clause is a separate and independent agreement. The enforceability of any agreement is unaffected if any other such agreement is or becomes void, voidable or otherwise unenforceable.



You acknowledge that damages may be inadequate compensation for breach of the obligations contained in this clause and, subject to the Court's discretion, the Ashram may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be in breach of this clause.

You acknowledge and agree that the restraints in this clause are reasonable and necessary to protect the Ashram's legitimate business interests, including the preservation of its Client relationships, the goodwill of its business and its Confidential Information.

### **Property**

You agree to take reasonable care of all the Ashram Property that has been allocated to you. In the event that any Property which is under your care and control is either lost or damaged, the Ashram may require you to pay a reasonable amount for the replacement or repair of such Property.

You may be required at any time or immediately upon resignation or termination of your contract for any reason, to return to the Ashram all Property in your possession or control.

### **Protection of Confidential Information**

In the course of your contract you will receive and have access to Confidential Information. You will at all times (including after termination of your contract with the Ashram for any reason) keep confidential and not use or disclose any Confidential Information and without limiting the generality of that obligation:

- (a) you will not, on your own behalf or on behalf of any Person, either directly or indirectly, disclose Confidential Information to any other Person or Use Confidential Information except to the extent that such disclosure is required by law;
- (b) you will refrain from copying or otherwise duplicating the Confidential Information except in the normal course of your contract;
- (c) you will maintain proper and secure custody of all Confidential Information; and
- (d) you will use your best endeavours to prevent the publication or disclosure of Confidential Information by any Person,

provided that nothing in this clause will prevent you using or disclosing Confidential Information in the normal course of your contract by the Ashram to a Person authorised by the Ashram to receive that information.

If there should be any uncertainty as to whether information is Confidential Information, or lawfully within the public domain, such information is taken to be Confidential Information unless you are advised by the Ashram in writing that the information is not Confidential Information.

Your obligations in relation to the Confidential Information continues after termination, cessation or completion of your contract with the Ashram, and shall be enforceable at any time at law or in equity and shall continue for the benefit of and be enforceable by the Ashram.



## Intellectual Property and Moral Rights

All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your contract with the Ashram (whether alone or with others) will belong to the Ashram, and you agree to immediately disclose to the Ashram all such Works.

You acknowledge and agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your contract (whether alone or with others) are vested in the Ashram and, upon their creation, all such future rights will vest in the Ashram. You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Ashram and any Related Entity.

You consent (for the Ashram's benefit) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your contract which might otherwise infringe your Moral Rights in any or all of those Works.

You warrant that you have given this consent and undertaking genuinely, and without being subjected to any duress by the Ashram or any third party, and without relying on any representations other than those expressly set out in this Contract.

## Medical Examination

If you suffer from an illness or injury of any type and the Ashram believes that occupational health and safety risks may arise as a result of your performing work, the Ashram may require you to attend a medical examination to determine the extent of such risks (if any).

If you are required to attend a medical examination, you consent to the doctor providing a medical report and any other information to the Ashram. You also agree to sign any medical authority that a medical practitioner may require before releasing information to the Ashram.

## Insurance

Subject to the terms of your appointment as a contractor you agree to the following:

- (a) If you are working as a sole trader that you will be covered by the Academies Worker's Compensation Insurance as well as Public Liability Insurance.
- (b) If working via a Pty Ltd or Ltd company, you will be responsible for your own Worker's Compensation Insurance as well as Public Liability Insurance.

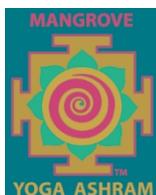
## Interpretation

Words or phrases that have a defined meaning are identified by the use of a capital letter.

Unless the context otherwise requires:

“**Client**” includes Person who:

- (a) is or was a Person who is a resident, day visitor, volunteer or student, to whom the Ashram or any Related Entity provides and/or provided products or services at any time during the 12



months prior to the Termination Date and with whom you have had personal contact or dealings or with whom a person reporting to you has had personal contact or dealings.

- (b) has entered into discussions or negotiations with you on behalf of the Ashram or any Related Entity at either the Person's own initiative or at the initiative of the Ashram or the Related Entity at any time during the 12 months prior to the Termination Date with a view to receiving products or services provided by the Ashram or the Related Entity and who had not notified the Ashram or the Related Entity prior to the Termination Date that they did not wish to receive such products or services;

**"Client Information"** means any and all information concerning any Client of the Ashram (including the identity of any such Client) which is obtained by you in the course of your contract with the Ashram, except for any information which is in the public domain.

**"Client information"** means:

- (a) Client information; and
- (b) information that is the property of the Ashram or any Related Entity (whether in writing or otherwise) given to or gained by you in confidence at any time, whether before, during or after your contract with the Ashram, that relates to:
- (i) trade secrets;
  - (ii) information relating to the courses, subjects, business plans, business affairs, financial affairs, accounts, marketing plans, sales plans, prospects, pitches, manuals, tenders, price information, supplier lists, research, employees, management, financing, products, inventions, designs or processes of the Ashram or any Related Entity;
  - (iii) computer databases and computer software;
  - (iv) client files, data surveys, customer lists, supplier lists, client lists, specifications, technical data, detail sheets, designs, drawings, diagrams, plans, models, techniques, records and reports of the Ashram or any Related Entity;
  - (iv) private information provided to the Ashram or a Related Entity by any arm of Government;
  - (v) private information provided to the Ashram or a Related Entity by any of their Clients.

save and except for any information that has become part of the public domain other than by reason of your breach of this Contract.

**"Intellectual Property"** means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and Confidential Information, including know-how and trade-secrets;

**"Moral Rights"** has the meaning given to it in the Copyright Amendment (Moral Rights) Act 2000 (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.



**"Person"** while not limiting its ordinary meaning, will include a natural person, a body corporate, a partnership, a trust and an unincorporated association.

**"Property"** means all property owned by or leased to the Ashram including, but not limited to, Intellectual Property, mobile phone, Blackberry, computers, keys, disks, cards, documents, records, papers, security and computer access codes, passwords and similar information or materials required to access such property.

**"Related Entity"** means a related body corporate (as that term is defined in the Corporations Act 2001) of the Ashram.

**"Services"** are the tasks and duties performed by you for the Ashram under this Contract in the 12 months preceding the date of termination of your contract and includes, but is not limited to, the tasks outlined in Schedule A.

**"Termination Date"** means your last day of contract with the Ashram.

**"Use"** means use, copy, reproduce, provide, sell, transfer, dispose of, supply or make available to any Person (whether directly or indirectly)

**"Work(s)"** means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials, and includes all literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists.

## General Provisions

By signing this Contract you acknowledge that the Ashram provided you with reasonable opportunity to obtain legal advice about the content and effect of this Contract.

Your obligations under this Contract concerning return of property, protection of confidential information and post contract restraints continue after termination of this Contract and your contract, and are enforceable by the Ashram including by way of injunction.

The terms of this Contract and any subsequent amendments to it are confidential and cannot be disclosed by you to any other person without the written approval of the Ashram. This clause in no way prevents or limits you from obtaining legal, financial or accounting advice concerning this Contract.

By signing this Contract you acknowledge that its content and effect are fair and reasonable.

Except for any representations you have made to the Ashram concerning your ability to perform your obligations under this Contract including its schedules, this Contract supersedes and replaces all prior representations and agreements concerning your contract with the Ashram in all instances.

Except where this Contract permits the Ashram to amend a clause or attachment, any amendment to a Schedule to this Contract must be by agreement and recorded in writing. Such record must be signed by both parties. Each provision of this Contract is separable from the others and the severance of a provision does not affect the remainder of the Contract. In the event that a provision of this Contract is inconsistent with the law, including the National Contract Standards contained in



Part 2.2 of the Fair Work Act 2009, that provision must be interpreted in a manner consistent with that law or, in the event that such interpretation is not possible, may be severed from this Contract such the relevant law applies.

Failure by the Ashram to enforce its rights arising out of this Contract in a timely manner will not constitute a waiver by the Ashram of its rights. Every exercise of a power or discretion by the Ashram and any decision by the Ashram regarding the interpretation, effect or application of this Contract:

- (a) is made at the absolute and sole discretion of the Ashram;
- (b) may be made at any time; and
- (c) is final, conclusive and binding.

This contract is governed by the law of NSW.

The offer contained in this Contract remains open for your acceptance for a period of 14 days from the date of this Contract. Immediately upon the expiry of this period the offer of contract will be automatically revoked. Provided that the Ashram may also revoke the offer of contract contracted in this Contract at any time prior to receiving an original signed copy of the Contract from you.

If you have any questions or concerns about this Contract, the policies, guidelines, procedures and processes or in relation to your contract generally, please contact **Name of Contact**, who is available to answer any questions you may have.

Please signify your acceptance of these terms and conditions by signing and dating this Contract in the space provided below.

Yours Sincerely

Authorised Signature

**Name and Title**

**Acceptance**

I have read and understood this Contract and I accept the appointment of contract on the terms contained in it. I believe the terms and conditions set out in this letter to be fair and reasonable.

Contractor

Signed: .....

Date: .....

Confirm Start Date: .....



**SCHEDULE A – CONTRACTOR POSITION DESCRIPTION**

<b>Contract Position:</b>	
<b>Reports to:</b>	
<b>Duration of Contract:</b>	<b>[Please nominate whether ongoing or for a fixed duration]</b>
<b>Ordinary Hours of Work:</b>	
<b>Job Description</b>	
<b>Department: Mangrove Yoga Ashram</b>	<b>Reporting into:</b>
<b>Direct Reports</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>If yes, number;</b>
<b>Position Type: <i>Contract</i></b>	<b>Hours:</b>
<b>Physical Demands</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Incumbent:</b>
<b>Job Summary:</b>	
<i>Provide a succinct summary of the primary responsibility/s</i>	
<b>Main Responsibilities:</b>	
List responsibilities in bullet points	
<b>Job Requirements</b>	
<b>Competencies</b>	
<ul style="list-style-type: none"> <li><i>Provide bullets defining the competencies required to be brought to the job in order to be successful.</i></li> </ul>	
<b>Experience &amp; Qualifications</b>	



*Define the qualification required for this position.*

**Key Relationships**

*Define the key relationships inherent in the position*

**Acceptance**

I have read and understood this Schedule and I accept the terms contained in it. I understand that the terms and conditions of this Schedule form part of my Contract.

**Contractor**

Signed: .....

Date: .....