

**Personal Best (Australia) Pty Ltd
Casual Employment Agreement (QLD)**

THIS AGREEMENT made on the _____ day of _____ 2014.

BETWEEN: Personal Best (Australia) Pty Ltd of 5/ 535 Milton Road TOOWONG QLD ("Employer")

AND: _____ of
("Employee")

RECITALS

- A. The Employer has requested the Employee provide to it the Services from time to time as required by the Employer.
- B. The Employee has agreed to provide the Services to the Employer from time to time as required by the Employer upon the following terms and conditions.

OPERATIVE PARTS

COMMENCEMENT, PROVISION OF SERVICES AND TERMINATION OF AGREEMENT

- 1.1 Except as otherwise provided in this Agreement, the Employee is employed on the terms and conditions contained in the Award.
- 1.2 The Employee is employed as a casual employee and nothing in this Agreement will be construed as conferring permanent employment on the Employee.
- 1.3 The Employee will on and from the Commencement Date provide the Services to the Employer from time to time as the Employer requires.
- 1.4 The Employee will provide the Services at the Premises or at such other place or places as the Employer directs from time to time.
- 1.5 The Employee acknowledges that the Employer does not guarantee the amount of Services it may require the Employee to provide from time to time.
- 1.6 This Agreement:
 - (a) may be terminated at any time by either party giving the other written notice and the date of termination will be the date the notice is received; or
 - (b) will be deemed terminated if the Employee has not performed any Services for the Employer for a period of three (3) consecutive months and the date of termination will be the date of the expiration of the said period.

REMUNERATION

- 2.1 The Employee will be paid at the rates set out in Schedule 2 appropriate for the Services provided to the Employer or at such other rates as the parties agree ("Fee") less tax.
- 2.2 The Employee will be paid the Fee for the Services provided to the Employer at the end of the Employer's pay period current at the time the Services are provided. The Employer's pay period is currently fortnightly.
- 2.3 In addition to the Fee, the Employer will pay the Superannuation Guarantee Contribution into a relevant superannuation fund.

EMPLOYEE ONLY TO PROVIDE SERVICES

- 3.1 The Employee must provide the Services personally and must not use any other person to provide the Services.

WARRANTIES AND INDEMNITIES

- 4.1 The Employee shall provide the Services in a proper and workmanlike manner and in compliance with the Manual and the reasonable direction of the Employer and to such standards required by the Employer.
- 4.2 The Employee will obtain and maintain First Aid and Cardio Pulmonary Resuscitation Certificates from an educational provider satisfactory to the Employer. The Employee will provide certificates as and when required by the Employer.
- 4.3 The Employee will obtain and maintain registration with Fitness Australia. The Employee will provide certificates as and when required by the Employer.
- 4.4 To the extent permitted by law, the Employee indemnifies and must keep indemnified, the Employer (its employees, contractors and agents) against all costs, damages, losses and liabilities of any kind (including legal costs and expenses calculated on a solicitor-client basis) however suffered or incurred by the Employer (its employees, contractors and agents) arising out of or in connection with the Employee providing the Services including without limitation any loss of or damage to property or injury to or the death of any person from any cause whatsoever occasioned or contributed to by any negligent act or negligent omission, or act or omission intended to cause damage, death or injury of the Employee or by any breach or default of the terms of this Agreement by the Employee.

RELATIONSHIP OF PARTIES

- 5.1. The parties relationship is that of employer and employee.
- 5.2 Neither the Employee nor the Employer shall (and shall not represent that it has) any power, right or authority to bind the other, or assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other's name. Nothing stated in this Agreement shall be construed as constituting the Employee and Employer as partners, principal and agent or joint venturers.

NON SOLICITATION OF THE EMPLOYER'S CLIENTS

- 6.1 The Employee will not during the period starting on the Commencement Date and finishing on the date six (6) months after the date this Agreement is terminated under Clause 1.6, either on his or her own account or for any other person or for any firm or company:
 - (a) Canvass, solicit or endeavour to entice away from the Employer any person who is or was at any time during the period from the Commencement Date until the date this Agreement is terminated under Clause 1.6 a client or customer or supplier of the Employer or any other person or organisation who is in the habit of dealing with the Employer (including without limitation any person or organisation who is a source of referral of customers or clients to the Employer).
 - (b) Solicit, interfere with or endeavour to entice away an employee of the Employer.
 - (c) Counsel, procure or otherwise assist any person to do any of the acts referred to in (a) or (b) above.
 - (d) Train the Employers clients at the Employers premises and procure a fee for themselves or in the alternative not charge the client for the service provided.
- 6.2 The Employee acknowledges that the restriction contained in Clause 6.1 is reasonable.
- 6.3 In the event the Employer has knowledge of the Employee activities contained within Clauses 6.1 & 6.2 hereof the Employer may by giving notice in writing to the Employee terminate the Employment contract which will be deemed instant dismissal upon notification to the Employee and all paraphernalia including T-shirts, logo's, or any material containing the logo of the Employer is to be returned to the Employer within seven (7) days of the date of dismissal.
- 6.4 In addition, the Employer may commence action against the Employee for training hours quantified by the employer and such action will constitute a fraud by the Employee which the Employee understands

will be a criminal charge against the Employee and will be dealt with by the police without any further notice to the Employee

NON DISCLOSURE OF INFORMATION

- 7.1 The Employee must not at any time for any reason divulge any of the affairs or secrets of the Employer to any other person without first obtaining the written consent of the Employer, nor must the Employee use or attempt to use any information (including without limitation all customer and/or client lists) which he or she may acquire in the course of providing the Services to the Employer from time to time under this Agreement in any manner which may injure or cause loss or be calculated to injure or cause loss to the Employer.

RETURN OF DOCUMENTATION AND ALL OTHER EQUIPMENT

- 8.1 Upon the Employee ceasing to provide the Services to the Employer or whenever required by the Employer, the Employee must immediately return to the Employer all records, books, client information (including without limitation all customer and/or client lists) and any other documentation and things pertaining to the Services whether prepared by the Employee or any other person, and any equipment, tools or other devices owned by the Employer and then in the possession of the Employee.

TERMS OF THIS AGREEMENT NOT EXHAUSTIVE

- 9.1 The terms contained in this Agreement are not exhaustive.
- 9.2 To the extent the terms contained in this Agreement conflict with the provisions of the Award or legislation which cannot be modified by agreement, the provisions of the Award or the legislation will apply.
- 9.3 The Employer's present and future policies as varied from time to time apply to the Employee and the Employee must comply with such policies. To the extent there is any inconsistency between the terms of this Agreement and the policies, the terms of this Agreement will prevail.

GENERAL

- 10.1 *Notices.* All notices and consents required or permitted to be given under this Agreement are to be in writing and can be given by personal service, pre-paid postage or facsimile transmission at the addresses of the parties set out in this Agreement or to such other address as either party may designate to the other by written notice.
- 10.2 *Assignment.* This Agreement is personal to the parties and is not capable of being assigned.

- 10.3 *Variation in company.* Despite Clause 10.2, the Employer is a company and this Agreement shall not be determined or affected by any change in the composition of the company, but will continue to be binding between the Employee and the directors of the company for the time being so long as the company however constituted shall continue in business and unless and until this Agreement is terminated under Clause 1.6.
- 10.4 *Governing Law.* This agreement shall be governed by and interpreted in accordance with the laws of Queensland.
- 10.5 *Severability.* Each and every covenant, obligation and restriction and each and every part thereof shall be deemed to be severable and an independent covenant, obligation or restriction unless it would defeat the purpose of this Agreement.

INTERPRETATION

- 11.1 In this Agreement unless the context otherwise requires:
- “**Award**” means the Health, Fitness and Indoor Sports Centres (State) Award or such other award in substitution therefor.
- “**Fee**” means the fee referred to in Clause 2.1.
- “**Premises**” means the premises set out in Schedule 3.
- “**Manual**” means the documentation that stipulates the standard of service and the system of operation that is prescribed by the Employer and that must be complied with by the Employee.
- “**Services**” means the services set out in Schedule 4.
- “**Superannuation Guarantee Contribution**” means the minimum level of superannuation support which an employer must provide for the Employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and the *Superannuation Guarantee Charge Act 1992 (Cth)* or any other legislation in substitution therefor.
- 11.2 Words denoting the singular shall include the plural and vice versa.
- 11.3 Words denoting any gender shall include all genders.

Signed as an Agreement.

SIGNED for and on behalf of)
Personal Best (Australia) Pty Ltd)

By _____)
(Director's Name))

(Director's Signature)

In the presence of:)

(Witness Name))

(Witness Signature)

SIGNED

By _____)
(Employee Name))

(Employee Signature)

In the presence of:)

(Witness Name))

(Witness Signature)

SCHEDULE 1

The Commencement Date is:

SCHEDULE 2

The following minimum (hourly) Fees are payable to the Employee for providing the following Services.

Personal Training Sessions (1 hour)	- \$20.00 per session (1 person)
	- \$26.00 per session (2-3 people)
Personal Training Sessions (Half Hour)	- \$14.00 per session (1 person)
	- \$18.00 per session (2-3 people)
Studio Group Sessions	- \$18.00 per session
Boot camp sessions	- \$40.00 per session
Pilates classes	- \$40.00 per class
Yoga classes	- \$50.00 per class
Zumba classes	- \$40.00 per class
Running Club Sessions	- \$25.00 per session
Reception/ Gym Floor Supervision	- \$18.75 per hour
Administrative & Marketing Activities	- \$15.00 per hour *

*Note that there may also be bonuses associated with marketing activities

SCHEDULE 3

The Premises are: 5/ 535 Milton Road TOOWONG QLD
316 Adelaide Street BRISBANE CITY QLD
3/ 2105 Moggill Road KENMORE QLD

SCHEDULE 4

The Services include:

- Conduct and promote personal fitness training sessions.
- Conduct and promote health and fitness evaluations.
- Conduct and promote group fitness training sessions.
- Conduct and promote Pilates classes.
- Conduct and promote Yoga classes.
- Conduct and promote Zumba classes.
- Conduct and promote children's fitness and activity classes.
- Conduct and promote sport coaching classes.
- Conduct and promote corporate training programs.
- Promote the sale of fitness merchandise and health related products.
- Perform administrative and general maintenance tasks.
- Such other services as may be agreed upon between the Employer and Employee.