**[Practice letterhead]**

**[Insert date]**

[Insert name and address]

Dear [salutation]

**Offer of Employment**

I am pleased to confirm that [insert correct and full legal name of the person, partnership or other entity that will be the employer] (**the Practice**) offers you employment as a Registrar GPT level [specify 1, 2, 3 or 4] on the following terms:

# **Term**

Your employment commences on [insert date of commencement of employment] and will cease on [insert date 6 months from commencement date] (**Fixed Term**).

You acknowledge and agree that there is no expectation that a further employment contract will be offered at the end of the Fixed Term.

# **Location**

## Your employment is located at [insert location]. You will be given reasonable notice of any change of location.

## You may have to travel to other places to carry out your duties.

# **Conditions of employment**

## The conditions of your employment are set out in this offer of employment and the *National Terms and Conditions for the Employment of Registrars 2015 and 2016* (**the NTCER**) in respect of Registrar GPT level [specify 1, 2, 3 or 4]. [A copy of the NTCER is attached for your convenience (Annexure C)]

# **Your duties and obligations**

## You have the duties specified in the attached position description contained in Annexure A of this letter.

## You may be required to undertake other duties from time to time, and your reporting responsibility may also be altered from time to time.

## In performing your duties, you must:

### exercise reasonable skill, care and diligence;

### behave with honesty and integrity;

### comply with all lawful directions given to you by the Practice;

### comply with all policies and procedures of the Practice notified to you (which do not form part of your contract of employment);

### comply with any relevant legislation.

## You must obtain and do everything necessary to maintain your medical registration and any other licences and/or authorities as may be required by law to perform your duties, or as we may from time to time require you to hold.

## You must immediately notify the Practice if your medical registration is withdrawn or conditions are imposed upon it.

## You must promptly and fully inform us about:

### all matters affecting or likely to affect us which come to your knowledge or of which you are already aware;

### any changes to your personal details such as your address or telephone number.

## During your employment, you must not engage in any other employment, work or business without the Practice's consent.

# **Remuneration**

## You will be paid as per Schedule A of the NTCER.

## For the purpose of Schedule A:

### your percentage will be based on [billings ***OR*** receipts]; and

### the difference between your base rate of pay and the percentage of [billings ***OR*** receipts] will be calculated at [specify period e.g. “three monthly”] cycles commencing from [insert date employment commences].

## For the avoidance of doubt, each [specify period e.g. “three monthly”] cycle will comprise [specify number of weeks in the cycle – for a three monthly cycle specify “13”] consecutive weeks, regardless of whether you have worked each of those weeks or whether you have been absent for any reason, including any period of paid or unpaid leave taken by you during that period.

## The Practice will adjust your base rate of pay in accordance with the NTCER.

## Your base rate of pay will be paid in fortnightly instalments in arrears by electronic funds transfer into a financial institution account nominated by you in writing.

## Any payment we make to you is intended to discharge the obligations imposed by any statute, award, agreement or other industrial instrument. To the extent that a payment exceeds what is required under any particular law or provision, the excess is to be taken to help satisfy our obligations under any other applicable law or provision.

# **Performance appraisal**

## During your employment your performance will be regularly reviewed.

# **Superannuation**

## The Practice will make superannuation contributions on your behalf to the fund of your choice in accordance with the Superannuation Guarantee Scheme and the NTCER.

## By prior agreement in writing with the Practice, you may elect to make voluntary additional superannuation contributions from your pre-tax remuneration up to the annual maximum deductible contribution limits based upon your age as prescribed by the Income Tax Assessment Act 1936 (Cwth) as amended from time to time. [*Optional clause*]

# **Hours**

## Your normal hours of work per week are [insert] hours averaged over a four week cycle. A copy of your roster is attached in Annexure B[, which may be changed from time to time].

## You may be rostered to be on-call.

## You may be required to work reasonable additional hours.

## You must devote to your duties all your time and attention during your normal hours of work.

## Given the nature of your work, you can expect to have to perform some of your work outside normal business hours.

## All work in excess of [insert ordinary hours as stated in clause 8.1] hours per week will be dealt with in accordance with the NTCER.

# **Leave**

## You are entitled to annual leave, personal/carer’s leave, compassionate leave, unpaid parental leave, community service leave and public holidays in accordance with the *Fair Work Act 2009* (Cwth) (**FW** **Act**), and the NTCER.

You must take annual leave when the Practice and you agree or as directed by the Practice in accordance with the FW Act and the NTCER. You must fill out an annual leave application form and obtain your supervisor's approval before going on annual leave.

If you are unable to work due to personal illness, injury or carer's responsibilities you or someone on your behalf must telephone and advise us of that fact as early as is practical.

When taking personal leave you are required to provide a medical certificate or other reasonable evidence of illness or injury.

When taking carer's leave, you must notify us of the reason for taking the leave, including the name of the person requiring your care and that person's relationship to you. You must produce a medical certificate or other reasonable evidence of the personal injury or illness of the person you are caring for, or evidence of the unexpected emergency and need for your care.

# **Confidentiality**

## During and after your employment, you must not disclose to any person any information about the Practice's affairs, processes, secrets (including information marked "secret" or which the Practice informs you is confidential or secret), dealings, finances and organisation which you obtain in the course of your employment and which is not available to the public.

## During and after your employment, you must not use any information which you obtain in the course of your employment in any way which might cause loss to the Practice.

## Upon demand at any time and when your employment ends, you must immediately delete any confidential information from any documents, computers or any other property in your possession or control, unless you have a legitimate reason for retaining it.

# **Intellectual property**

## The Practice owns all copyright in any works and all inventions, discoveries, novel designs, improvements or modifications, computer program material and trademarks which you write or develop in the course of your employment (in or out of working hours) (**intellectual property**).

## You assign to the Practice any interest you have in the intellectual property.

## You must disclose any intellectual property to the Practice.

## During and after the employment you must do anything the Practice reasonably requires (at the Practice's cost):

### to obtain statutory protection (including by patent, design registration, trade mark registration or copyright) for the intellectual property for the Practice in any country;

### to perfect or evidence the Practice's ownership of the intellectual property.

# **Suspension**

If we have reason to believe that you may have engaged in a serious breach of your obligations, we may at our discretion suspend you with pay from your duties while we conduct an investigation.

# **Termination**

## The Practice or you may terminate your employment in accordance with the NTCER.

## When your employment ends, the Practice will pay you any amount outstanding for work you have already performed, together with any payment required by statute in lieu of untaken leave. The Practice reserves the right to deduct from such payment any amount which you owe to the Practice. You must immediately repay any outstanding loans or debts you owe to the Practice or to any person or body associated with the Practice.

# **No competition**

## You must not during your employment and within [specify period e.g. 3 months or 6 months] months after your employment ends;

## (a) directly or indirectly, induce, or attempt to induce any patient of the Practice to deal with you or any other person;

## (b) induce or attempt to induce any person to leave the employment of the Practice.

## In this clause, patient of the Practice means a person who is, or was within the 12 months immediately before your employment ended, a patient of the Practice with whom you had personal contact with during your employment".

# **Property**

When your employment ends, you must immediately deliver to the Practice:

## all property belonging to or leased by the Practice in your control, including stationery, cheque books, books, documents, records, disks, access cards, keys, mobile telephone, computer hardware, credit cards and motor vehicle; and

## your computer login codes.

# **Entire agreement**

This document records the entire agreement between us about your employment. You understand and acknowledge that neither of us has given any guarantee or made any representation to the other about the employment, except as expressed in this document.

It would be appreciated if you would accept this offer by signing the enclosed copy of this letter and returning it to me as soon as possible.

I take this opportunity to congratulate you and wish you every success with the Practice.

Yours faithfully

**[insert name of Practice]**

Per:

**[Insert name of person signing]**

[Insert title]

**ACCEPTANCE**

I accept this offer.

...............................................

Signed

...............................................

Print Name

................................................

Date

[Insert Position Description]

[Attach roster]

[Attach NTCER]