

SMALL BUSINESS NEW ZEALAND
20 Blue Drive Queenstown

INDIVIDUAL EMPLOYMENT AGREEMENT

1. The Agreement

- 1.1 This Individual Employment Agreement (**'the Agreement'**) is made in accordance with and pursuant to section 65 of the Employment Relations Act 2000 (**'the Act'**).
- 1.2 The Agreement shall commence on the date on which employment commences or the date on which the last party signs the Agreement (**'Commencement date'**), whichever is sooner.
- 1.3 The Agreement will continue in effect until either party terminates the Agreement in accordance with the terms of the Agreement or until a new Agreement is made between the parties.
- 1.4 The clauses in the Agreement may be varied or updated at any time, by agreement between the parties.

2. Parties

- 2.1 The parties to the Agreement are SMALL BUSINESS NEW ZEALAND (**'the Employer'**) and (**'the Employee'**).

3. The Role

- 3.1 The Employee is employed in the role of for the Employer and the Company.

- 3.2 The Employee is required to carry out the office administration duties for the Company as specified in the job description attached at '**Annex A**' of the Agreement.

4. Trial Period

- 4.1 A trial period of 90 calendar days of employment applies, to confirm and assess the Employee's suitability for the role.
- 4.2 Both Parties shall promptly discuss any issues that arises during the trial period and the Employer shall provide the Employee with feedback, guidance and necessary support to remedy any issues raised within a reasonable period of time.

5. Hours of Work

- 5.1 The Employee is initially required to work days a week between Monday and Friday/Saturday. The work day consists of hours per day between the hours of am and pm to be agreed between the Employee and the Employer. Flexibility of working days and hours will be required by the Employee to cover the Company's busy times of the month and working hours may be extended as agreed in advance between the Employee and the Employer.
- 5.2 The Employee will be required to accurately record on a time sheet the hours and days worked for each working week. The time sheet for the previous week worked shall be submitted to the Employer at the beginning of each new working week. Failure to promptly submit the time sheet may result in non-payment by the Employer to the Employee for the week worked.
- 5.3 The Employee shall be entitled to a 10 minute break for each period of 4 consecutive hours worked. This break will be paid.
- 5.4 The Employee will not be required to work for a period of more than 5 consecutive hours without an uninterrupted meal break of at least 30 minutes. This meal break will be unpaid.

6. Remuneration

- 6.1 The Employer shall pay the Employee an hourly rate of \$..... for each hour worked. The Employer agrees to review the hourly rate paid after a period of 6 months continuous employment from the commencement of the Agreement.
- 6.2 The Employer shall pay the Employee for hours worked on a weekly basis, in accordance with the time sheet submitted. A working week consists of 7 days.

Payment for the working week will be made in arrears by method of automatic payment to the Employee's nominated bank account.

- 6.3 The Employer will provide the Employee with a weekly pay slip outlining the hours worked, hourly rate at which the Employee's pay has been calculated and any necessary deductions made by the Employer.

7. Annual Leave

- 7.1 The Employee is entitled to 4 weeks paid leave per year after the completion of 12 months continuous employment with the Employer, in accordance with the Holidays Act 2003.
- 7.2 The Employee is required to give the Employer reasonable notice of their intention to take any annual leave.
- 7.3 This clause is subject to the Wages Protection Act 1983. The Employee's signature of the Agreement will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

8. Public Holidays

- 8.1 The following shall be known as public holidays for the purposes of the Agreement, in accordance with the Holidays Act 2003:
- Christmas Day - 25 December
 - Boxing Day - 26 December
 - New Year's Day - 1 January
 - Day after New Year's Day - 2 January
 - Anniversary Day - Varies
 - Waitangi Day - 6 February
 - Anzac Day - 25 April
 - Good Friday - varies
 - Easter Monday - varies
 - Queens Birthday - 1st Monday in June
 - Labour Day - 4th Monday in October
- 8.2 Where a public holiday falls on a day which would otherwise be a working day for the Employee, the Employee shall be entitled to one paid day off.
- 8.3 If the Employee is requested to work on a public holiday a minimum payment of time and half applies for the hours worked. The Employee shall also be entitled to an alternative paid holiday of one day at a later stage (**'day in lieu'**), to be taken at a time mutually agreeable to both the Employer and the Employee.

9. Sick Leave

- 9.1 The Employee is entitled to sick leave or domestic leave of 5 days per year after a period of 6 months continuous employment, in accordance with the Holiday's Act 2003. Any unused leave days may be accumulated for 4 years, up to 20 days leave.
- 9.2 The Employee is required to provide a medical certificate for any absence due to illness of more than 2 consecutive working days.

10. Bereavement Leave

- 10.1 The Employee shall be entitled to bereavement leave after the completion of 6 consecutive months of employment.
- 10.2 The Employee shall be entitled to 3 days paid leave following the death of an immediate family member such as a spouse, parent, child, brother or sister, grandparent, father in law or mother in law.
- 10.3 The Employee shall be entitled to 1 day's paid leave following a death that is outside the Employee's immediate family, should the Employer accept that the Employee has suffered a bereavement.
- 10.4 The Employer may request the Employee to provide evidence of a bereavement in appropriate circumstances.

11. Maternity Leave

- 11.1 The Employee shall be entitled to maternity leave for a period of up to 3 months.
- 11.2 Commencement of maternity leave is to be determined in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. Notice of maternity leave shall be given no less than 2 months prior to the expected date of delivery.
- 11.3 Whilst the Employee is on maternity leave the Employee will be entitled to their normal remuneration in accordance with clause 6 of the Agreement.

12. Absences

- 12.1 All absences from work by the Employee for whatever reason must be notified to the Employer not later than the normal start time of work on each day of absence.

- 12.2 The Employee is not entitled to be remunerated for any absence unless otherwise specified in the Agreement.

13. Termination of the agreement

- 13.1 Either party may terminate the Agreement by providing the other party with 4 weeks written notice.
- 13.2 The Employer may, at its discretion, remunerate the Employee in lieu of some or all of the notice period.
- 13.3 The Employer may deduct monies from the Employee's final pay in lieu of notice owed, should the Employee terminate the employment without giving the required amount of notice.
- 13.4 This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

14. Termination of trial period

- 14.1 The Employer may terminate the 3 month trial period by providing the Employee with 2 weeks written notice.

15. Termination for Serious Misconduct

- 15.1 Notwithstanding any other clause in the Agreement, the Employer may terminate the Agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:
- (i) theft;
 - (ii) dishonesty;
 - (iii) harassment of a work colleague or customer;
 - (iv) serious or repeated failure to follow a reasonable instruction;
 - (v) deliberate destruction of any property belonging to the Employer;
 - (vi) actions which seriously damage the Employer's reputation.
- 15.2 In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out.

16. Termination on Medical Grounds

- 16.1 In the event the Employee has been absent from work for 1 month which represents an extended break from employment because of illness, the Employer shall be entitled to require the Employee to undergo a medical examination by a registered medical practitioner nominated by the Employer, at the Employer's cost.
- 16.2 In assessing the Employee's fitness for work, the Employer shall take into account any report provided as a result of that examination, and any other medical report provided by the Employee within a reasonable time-frame. If, in the reasonable opinion of the Employer, the Employee is incapable of the proper performance of their duties by reason of illness, the Employer may terminate this agreement by the provision of at least 4 weeks written notice.

17. Abandonment of Employment

- 17.1 In the event the Employee has been absent from work for 3 consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, the Agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

18. Obligations of Employee upon Termination

- 18.1 Upon the termination of the Agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

19. Sale of Business

- 19.1 In the event of a sale of business, and the Employee is offered employment on substantially the same terms and conditions with the purchaser of the business, the Employee will not be entitled to any compensation.

20. Redundancy

- 20.1 In the event the Employee's role is terminated by reason of redundancy, one week's written notice shall be given to the Employee.

- 20.2 The Employee acknowledges that they have no right to any redundancy payment upon the termination of their employment and that no provisions regarding redundancy or any other payment or compensation relating to the Employee's loss of employment is implied in the Agreement.

21. Health and Safety

- 21.1 Both parties to the Agreement are committed to a safe and healthy workplace. While the Employer shall provide a safe workplace, the Employee must at all times work in a safe manner, use work equipment in a safe manner and always wear appropriate health and safety equipment where required.
- 21.2 Any accident on the job however minor must be reported immediately to the appropriate person.
- 21.3 Smoking within the clients or the Employer's premises or vehicles is not permitted.
- 21.4 The Employee must at all times while at work, dress in a tidy manner and observe acceptable hygiene standards.

22. Disciplinary Procedures

- 22.1 All disciplinary matters will be dealt with by the Employer in a fair, prompt and consistent manner.
- 22.2 The disciplinary procedure for a breach of the company rules, poor performance, or unsatisfactory behavior which does not warrant instant (summary) dismissal will normally be as follows:
- First written warning: A written warning shall be given to the Employee stating the reason for the warning, the date and time. A copy shall be kept by the Employer on the Employee's file.
 - Final written warning for a further breach: This shall state the reasons for the warning, the time and date, and that any further breach will lead to dismissal.
 - Dismissal without notice for further breach.
- 22.3 Warnings shall lapse 12 months from the date of issue.
- 22.4 The intention of this procedure is at all times, to put the Employee "back on the right track". To this end, the Employee will be asked for an explanation about any alleged breach before the disciplinary procedure is commenced and a written warning issued. If a warning is then issued the Employer will

inform the Employee what is expected by way of improvement and give the Employee the opportunity and support necessary to improve.

23. Confidential Information and Non-Disclosure

- 23.1 Confidential information about the Employer's business, other Employees or the Employer's customers shall remain confidential at all times and is not to be discussed within or outside the workplace or with any other people.
- 23.2 Any such confidential information is not to be passed to any external party whilst either the Employee is employed by the Employer or after the Employee has ceased to be employed by the Employer.

24. Restraint of trade

- 24.1 Whilst employed by the Employer under the Agreement, the Employee shall not be employed or involved in any way with any other enterprise which competes or is likely to compete with the Employer's business.
- 24.2 Whilst employed by the Employer under the Agreement, the Employee should not be involved in any other work which might hinder their ability to perform the role with the Employer. Any other employment outside of the Agreement shall be discussed with the Employer prior to being undertaken.

25. Non-solicitation of Customers

- 25.1 The Employee shall not at any time either whilst employed by the Employer under the Agreement or at any time thereafter, interfere with or endeavour to entice away from the Employer any person firm or company who at any time during the Employee's employment are, or have been, customers of the Employer or Employees of the Employer.

25. Personal Grievances and Disputes Resolution

- 26.1 The procedures for settling personal grievances or disputes as to the interpretation of the Agreement that apply to the Agreement, are those set out in the appropriate provisions of the Employment Relations Act 2000.
- 26.2 The Employee shall discuss any employment relationship grievance initially with the Employer, with a view to settling the issue between themselves in a timely manner.
- 26.3 If the issue cannot be successfully resolved between the parties, either Party may seek independent advice on how to resolve the matter and/or engage the mediation services of the Employment Relations Service.

- 26.4 The Employee has 30 days from the date of the alleged grievance to bring the grievance to the Employer's attention. This time frame applies whether the Employee has a work related grievance that they believe has disadvantaged the Employee whilst at work (including sexual or racial harassment) or if the Employee believes they have been unfairly dismissed.

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Employee:

Date:

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NEW BUSINESS NEW ZEALAND
Employer:

Date: