

## ZERO HOURS CONTRACT

Employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

Worker: \_\_\_\_\_

Address of Worker: \_\_\_\_\_

### **1. TYPE OF EMPLOYMENT**

This contract governs your engagement from time to time as a casual worker.

### **2. STATUS OF THIS AGREEMENT**

This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for the Company (even if offered) or on the Company to provide work to you and there will be no mutuality of obligation between you and the Company.

### **3. COMPANY'S DISCRETION AS TO WORK OFFERED**

It is entirely at the Company's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The Company reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

### **4. NO PRESUMPTION OF CONTINUITY**

Each offer of work by the Company which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that the Company has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

### **5. ARRANGEMENTS FOR WORK**

If the Company wants to offer you any work it will contact you by telephone and/or text. You must provide accurate contact details to the Company when requested. You are under no

obligation to accept any work offered by the Company at any time. If you accept an assignment, you must inform the Company immediately if you will be unable to complete it for any reason.

## **6. PAYMENT**

You will be paid an hourly rate for all hours worked (Hourly Rate). You will be required to submit a timesheet to \_\_\_\_\_ with hours worked on a weekly basis. The standard Hourly Rate will be \_\_\_\_\_ per hour (gross). The payment will be paid \_\_\_\_\_ [weekly/monthly/other]. The payment will be paid by direct deposit into the Employee's nominated bank account.

## **7. SCHEDULE & LOCATION**

The Company may offer you work at various locations. You will be informed of the relevant place of work for each assignment.

Your hours of work will vary depending on the operational requirements of the Company. You will be informed of the required hours for each assignment.

## **8. TERMINATION**

The Company may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the Company into disrepute.

## **9. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Worker will return to the Employer any property, documentation, records, or Confidential Information which is the property of the Employer.

## **10. CONFIDENTIAL INFORMATION**

You shall not use or disclose to any person, either during or at any time after your engagement by the Company, any confidential information about the business or affairs of the Company, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the company.

**11. NOTICE**

All notices, request, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Worker and Employer at the following addresses:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**12. GOVERNING LAW**

This Agreement will be governed by and constructed in accordance with the laws \_\_\_\_\_.

**13. HEADINGS**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**14. MODIFICATION OF AGREEMENT**

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

**15. ADDITIONAL TERMS AND CONDITION**

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Name of Worker

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Signature of Worker

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Date

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Name of Employer

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Signature of Employer

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Date