

Fixed Term Employment Contract Australia

This **Fixed Term Employment Contract** ("**Agreement**") is entered into as of _____
 ("**Effective Date**") by and between the parties below:

Employer

Employee

The Employer employs the Employee on the terms set out below.

1. Position and Commencement

The Employee will be employed as _____ and will report to _____.

Employment begins on _____ and ends on _____. The Employee's employment will end on the End Date without further notice, unless it ends earlier under the Termination clause or the parties agree in writing to a lawful extension or replacement arrangement.

The Employee acknowledges that this is a fixed-term employment arrangement and not an independent contractor arrangement.

2. Purpose of Fixed Term

The Employee is engaged for the fixed term because _____.

The parties intend that this Contract complies with applicable Australian workplace laws, including the rules that limit fixed-term contracts. The Employer confirms that it has considered whether any limitation or exception applies to this Contract.

3. Employment Status and Hours

The Employee is employed on a _____ basis.

The Employee's ordinary hours of work are _____ hours per week, worked from _____. The Employee may be required to work reasonable additional hours where permitted by law.

The Employee's primary place of work is _____. The Employee may be required to work from another reasonable location, including remotely, where business needs require it.

4. Duties

The Employee will perform the duties reasonably associated with the Position, together with other lawful and reasonable duties within the Employee's skills, qualifications, and experience.

The Employee must perform their duties diligently, professionally, and in the Employer's best interests. The Employee must comply with all lawful and reasonable directions issued by the Employer.

5. Remuneration

The Employer will pay the Employee a salary of AUD _____ per _____, before tax and other required deductions.

Salary will be paid _____ by electronic transfer into the bank account nominated by the Employee.

The Employee's remuneration is subject to any applicable modern award, enterprise agreement, National Employment Standards, and other minimum workplace entitlement. Where a minimum legal entitlement is more favourable than this Contract, that entitlement will apply.

6. Superannuation

The Employer will make superannuation contributions for the Employee as required by applicable law. Contributions will be paid to the Employee's nominated complying superannuation fund or, where permitted, the Employer's default fund.

7. Leave and Other Entitlements

The Employee is entitled to annual leave, personal/carer's leave, compassionate leave, parental leave, community service leave, long service leave, public holidays, and other statutory entitlements that apply to the Employee's employment.

Leave accrues and is administered in accordance with applicable law, any applicable industrial instrument, and the Employer's lawful workplace policies.

8. Probationary Period

The first _____ months of employment will be a probationary period. During this period, the Employer will assess the Employee's performance, conduct, attendance, and suitability for the Position.

Either party may terminate employment during the probationary period by providing _____ written notice, or payment in lieu of notice where permitted by law.

9. Policies and Workplace Conduct

The Employee must comply with the Employer's workplace policies, procedures, codes of conduct, and health and safety requirements, as amended from time to time.

Employer policies do not form part of this Contract unless expressly stated otherwise. A failure to comply with a lawful policy may result in disciplinary action, including termination of employment where appropriate.

10. Confidential Information

During and after employment, the Employee must not use or disclose the Employer's confidential information except where necessary to perform their duties, authorised by the Employer, or required by law.

Confidential information includes non-public information relating to the Employer's business, customers, suppliers, employees, finances, systems, operations, strategies, intellectual property, and commercial affairs.

This clause does not prevent the Employee from making a protected disclosure, exercising a workplace right, or disclosing information where legally required.

11. Intellectual Property

Any intellectual property created, developed, or contributed to by the Employee in the course of employment, or using the Employer's resources or confidential information, belongs to the Employer to the extent permitted by law.

The Employee agrees to sign reasonable documents and take reasonable steps needed to confirm the Employer's ownership of that intellectual property.

12. Employer Property

The Employee must take reasonable care of all Employer property provided to them. On request or when employment ends, the Employee must promptly return all Employer property, records, documents, equipment, access cards, and confidential information in their possession or control.

13. Conflicts of Interest

The Employee must promptly disclose any actual or potential conflict between their personal interests and the interests of the Employer.

The Employee must not undertake outside work or business activities that materially interfere with their duties or create a conflict of interest without the Employer's prior written consent.

14. Termination

Either party may terminate employment before the End Date by giving _____ written notice, or payment in lieu of notice where permitted by law.

The Employer may terminate employment without notice for serious misconduct or another lawful reason that justifies immediate termination.

On termination, the Employer will pay the Employee all amounts properly owing, including accrued statutory entitlements, less lawful deductions.

The Confidential Information, Intellectual Property, Employer Property, and any provisions intended to operate after employment ends will continue after termination.

15. Fixed-Term Contract Information Statement

The Employer will provide the Employee with the current Fixed Term Contract Information Statement before, or as soon as practicable after, the Employee starts employment, as required by applicable law.

16. Governing Law

This Contract is governed by the laws of the State or Territory in which the Employee principally performs their work and the laws of Australia applicable in that State or Territory.

17. Entire Agreement and Changes

This Contract records the entire agreement between the parties about the Employee’s employment. It replaces prior discussions, representations, and agreements about that employment.

Any change to this Contract must be in writing and signed by both parties. Nothing in this Contract removes or reduces any minimum entitlement that applies by law.

18. Severability

If a provision of this Contract is unlawful or unenforceable, that provision will be read down or removed to the extent necessary. The remaining provisions will continue to apply.

Signatures

By signing below, the parties confirm that they have read, understood, and agreed to this Contract.

Employer

Name

Date

Signature

Employee

Name

Date

Signature



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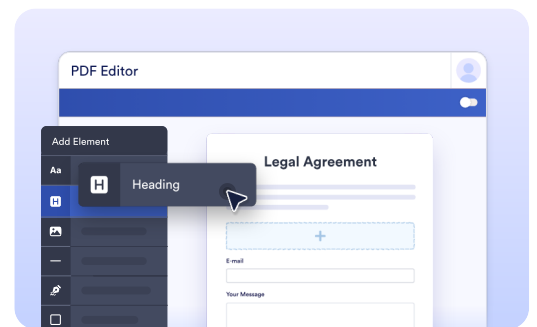
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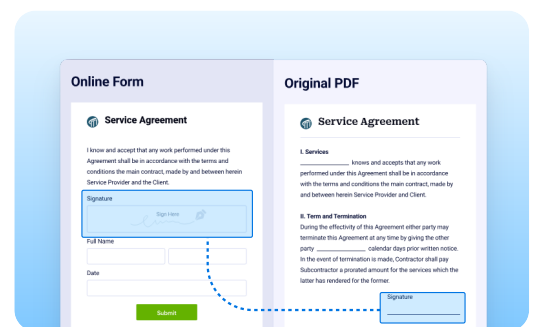
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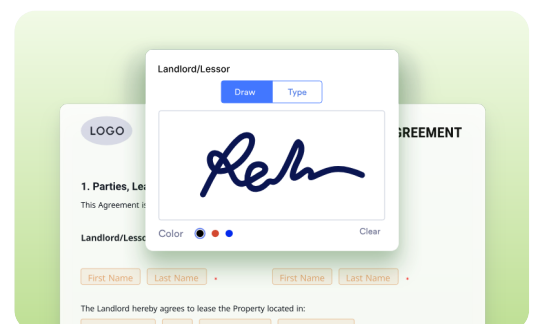
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